

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA5	Page 1 of 79
2. Contract No. DAAE20-00-G-0001		3. Solicitation No.		4. Type of Solicitation	5. Date Issued 2000JUL27	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By TACOM-ROCK ISLAND AMSTA-LC-CAC-A ROCK ISLAND IL 61299-7630		Code W52H09	8. Address Offer To (If Other Than Item 7)			

SOLICITATION

NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until _____ (hour) local time _____ (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	Name PAM CANTERBURY E-mail address: CANTERBURYPA@RIA.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (309) 782-4275
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

Amendment Number	Date	Amendment Number	Date

15A. Contractor/Offeror/Quoter **Code** 0YFC2 **Facility**
ORION ADVANCED SIMULATION AND INTEL
SYSTEMS INC
5455 CORPORATE DRIVE
SUITE 116
TROY MI 48098-0000

16. Name and Title of Person Authorized to Sign Offer (Type or Print)

15B. Telephone Number (Include Area Code)	15C. Check if Remittance Address is Different From Blk 15A- Furnish Such Address In Offer <input type="checkbox"/>	17. Signature	18. Offer Date
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AWARD (To be completed by Government)

19. Accepted As To Items Numbered SEE SCHEDULE	20. Amount \$0.00	21. Accounting And Appropriation SEE SECTION G	
22. Authority For Using Other Than Full And Open Competition: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)()		23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	Item 25
24. Administered By (If other than Item 7) Code S2305A DCMC DETROIT US ARMY TANK-AUTOMOTIVE COMMAND (TACOM) BLDG 231 ATTN DCMDE GJD WARREN MI 48397-5000		25. Payment Will Be Made By Code SC1018 DFAS-COLUMBUS CENTER DFAS-CO-JNF/NEW DOMINION P O BOX 182041 COLUMBUS OH 43218-2041	
SCD PAS NONE ADP PT SC1012			
26. Name of Contracting Officer (Type or Print) DAVE ELLIOTT (309) 782-3814 ELLIOTTDA@RIA.ARMY.MIL		27. United States Of America _____ (Signature of Contracting Officer)	28. Award Date

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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SECTION A - SUPPLEMENTAL INFORMATION

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>	
A-1	52.248-4501 TACOM-RI	PRODUCTION LEAD TIME (PLT) REDUCTION - VALUE ENGINEERING (VE)	SEP/1998	
(a) One of the current Government initiatives is the reduction of production lead time (PLT). Every day of PLT is an expense to the Government				
(b) This clause does not constitute a requirement to submit a value engineering change, however, voluntary participation is encouraged.				
(c) Utilization of the Value Engineering Clause (FAR 52.248-1) allows the Government to reward contractors for ideas which reduce acquisition cost, and those ideas which reduce agency costs such as operation, maintenance and logistic support through reduced PLT. These reductions in PLT must be sustained through changes in item configuration, material type, etc. and meet the criteria of the Value Engineering Clause. The reduction in PLT must be sustainable and repeatable on all future contracts for the same component part/NSN.				
(d) Savings/payment for the reduction of PLT will be based on (1) the actual dollar savings, less any Government costs not previously offset, as calculated by the NSN Supply Performance Analyzer (NSNSPA) Model and (2) the percent of collateral savings authorized (which is dependent on the number of days of PLT reduced) as shown in the table below. In no event will the Contractor's share of the collateral savings exceed the dollar value of the average annual use of the item. Additionally, collateral savings calculated are subject to the limitations of FAR 52.248-1(j). The following table represents the estimated savings for NSN -1-:				
	<u>NSNSPA Est Savings</u> *	<u>Days of PLT Reduced</u>	<u>% of Collateral Savings</u>	<u>Est Contractor Share</u>
	-2-	30-45	40%	-3-
	-4-	46-90	50%	-5-
	-6-	91-135	60%	-7-
	-8-	136-180	70%	-9-
* Estimated savings are based on 30,60,90,120 and 150 day reductions. In addition, the estimated savings shown above were calculated by the NSNSPA Model as of -10- ; whereas, the actual savings would be calculated at time of implementation of the PLT reduction.				
(e) Any reductions in PLT which are attained through this program will become the new standard for PLT for that item. All future solicitations for that item will carry the revised production lead time.				
(f) Production lead time reduction ideas should be submitted utilizing the standard Engineering Change Proposal form DD 1692.				
ALL FILL INS - TO BE DETERMINED WITH EACH ORDER				(End of clause)
(AS6505)				

A-2	HQ, DA	NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	JUL/1993
(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.			
(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.			
(c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.			

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(AA7020)

A-3 52-201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN NOV/1995
TACOM-RI

- a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.
- b. If you think that this solicitation:
- 1. has inappropriate requirements; or
 - 2. needs streamlining; or
 - 3. should be changed
- you should first contact the buyer or the Procurement Contracting Officer (PCO).
- c. The buyer's name, phone number and address are on the cover page of this solicitation.
- d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI
AMSTA-CM-CR (OMBUDSMAN)
Rock Island IL 61299-7630
Phone: (309) 782-3223
Electronic Mail Address: AMSTA-CM-CR@ria.army.mil

- e. If you contact the Ombudsman, please provide him with the following information:
- (1) TACOM-RI solicitation number;
 - (2) Name of PCO;
 - (3) Problem description;
 - (4) Summary of your discussions with the buyer/PCO.

(End of clause)

(AS7006)

A-4 52.204-4500 NOTICE OF REQUIREMENT FOR USE OF ELECTRONIC DATA INTERCHANGE (EDI) FEB/1999
TACOM-RI

This solicitation and any resulting contract are subject to the "Required Use of Electronic Data Interchange (EDI)" clause contained in Section H of this document.

(End of clause)

(AS7007)

A-5 52.210-4500 NOTICE OF PHOSPHATE COATING REQUIREMENT MAR/1988
TACOM-RI

This solicitation and any resulting purchase order are subject to Federal Specification TT-C-490, Type I, Cleaning Methods for Ferrous Surfaces and Pretreatments for Organic Coatings.

(End of Clause)

Name of Offeror or Contractor: ORION ADVANCED SIMULATION AND INTEL

(AS7002)

A-6

52.210-4516
TACOM-RI

COMMERCIAL EQUIVALENT ITEM(S)

JUN/1998

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

A-7

52.211-4506
TACOM-RI

INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL SPECIFICATIONS AND STANDARDS

DEC/1997

(a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.

(b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

SPI	MILITARY/FEDERAL SPEC/STANDARD	LOCATION OF FACILITY	ACO
		REQUIREMENT	

(c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.

(d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.

(e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:

(1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.

(2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.

(f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN _____

CLIN _____

CLIN _____

CLIN _____

PRICE \$ _____

PRICE \$ _____

PRICE \$ _____

PRICE \$ _____

(End of clause)

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(AS7008)

A-8 52.233-4503 AMC-LEVEL PROTEST PROGRAM JUN/1998
TACOM-RI

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Avenue
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/command_counsel/protest/protest.html

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

A-9 52.239-4501 TACOM-RI SECURITY CLAUSE JAN/1999
TACOM-RI

Every contracted function within the Department of Defense that requires access to Army Information Systems (AIS) will be identified by the Contracting Officer as either Automated Data Processing (ADP) I, II, or III. Foreign nationals and immigrant aliens will not be employed in ADP positions. Contractor personnel identified as ADP I, II, or III will require a favorably completed security investigation IAW AR 380-19, paragraph 2-16, available at www.usapa.army.mil. Electronic forms and instructions are available at www.dss.mil. Manual forms and instructions are available from the Defense Security Service as depicted in the National Industrial Security Program Operating Manual, DoD 5220.22M. All "RETURN RESULTS TO" blocks on the investigative forms will depict "Commander, Rock Island Arsenal, ATTN: SIORI-SM, Rock Island, IL 61299-5000. Only after the investigation has been favorably completed will the contractor be given access to the system.

(End of clause)

(AS7011)

A-10 52.243-4510 DIRECT VENDOR DELIVERY JAN/1999
TACOM-RI

In accordance with the Changes clause of this contract, the contractor may be called upon to ship directly to the user, in lieu of the destination in the Schedule, to satisfy urgent or backorder situations. In such instances the contractor may be directed to use best commercial packaging. The contractor may also be called upon to ship the item to the new destination within 24 hours of the required delivery date as specified in the Schedule. Please provide your POC, electronic mail address and commercial phone number including area code for this effort below:

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(End of clause)

(AS7012)

A-11 52.246-4538 CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2 JUN/1998
TACOM-RI

THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ROCK ISLAND (RI) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2.

THE (CP)2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-7603.

(END OF CLAUSE)

(AS7502)

Orders and Ordering Procedures:

1. Contracting Officers of the following commands are authorized to issue orders under this agreement.

- a. Abrams Project Manager, Tank automotive and Armaments Command (Tacom-Warren)
- b. Tank Automotive Research Development Engineering Center (Tardec)
- c. Simulation Training and Instruction Command (Stricom)
- d. U.S. Army Armor Center and School (USAARMC&S)
- e. III Corps, 4th Infantry Division (41D)
- f. 1st Cavalry Division (1CD)
- g. 3d Armored Calvary Regiment (3d ACR)
- h. Tank-automotive and Armaments Command Material Fielding Team (TACOM MFT)
- i. Combat Mobility Systems

Note: "Any customer with an Abrams Derivative Vehicle"

2. The contractor is not authorized to commence work, or to procure or manufacture material until a written order is issued by the contracting officer, as hereinafter provided.

3. Priced Order - On request of the Contracting Officer, the contractor shall furnish a proposal, within a maximum of 60 days, for the required supplies or services, enter into negotiations as soon thereafter as practicable, establish firm prices and delivery terms applicable to the requirement. When price(s) and delivery schedule(s) pertinent to the requirement have been agreed upon, the Contracting Officer will issue a priced order and the parties will enter into a signed bilateral agreement. If procurement necessitates ordering the supplies prior to receipt of the proposal or negotiating a definitive price, then an unpriced order may be issued under the procedures specified in paragraph (4) below.

4. Unpriced Orders

a. Unpriced orders issued pursuant to this agreement will authorize the contractor to proceed with performance and will set forth the required delivery schedules, other special terms and conditions, and a ceiling price.

b. Upon receipt and acceptance of an unpriced order, the contractor shall immediately commence performance of the work specified therein, subject to negotiation of price and special terms and conditions, to the end that the receipt and acceptance of each order by a written notice to the Contracting Officer within ten (10) days after the date of the receipt of each order by returning a signed copy of the delivery order.

c. The definitization schedule applicable to ceiling priced orders and orders with a ceiling price issued against this basic

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ordering agreement will be contained in each delivery order and will contain the following format:

1. Receipt of contractors proposal
2. Start of negotiations
3. Completion of negotiations
4. Target definitization date

d. If agreement of definitive price is not reached by the target date set forth in the delivery order or any extension thereof by the Contracting Officer may determine a reasonable price or fee in accordance with Far 31.201-3 subject to appeal by the contractor as provided in the "disputes" clause of this basic ordering agreement. In any event, the contractor shall proceed with completion of the delivery order, subject only to the "Limitation of Government Liability" clause. After the date of the Contracting Officer's determination of price or fee, the delivery order shall be governed by:

- a. All clauses required by the FAR on the date of execution of the delivery order for either a fixed price type or a cost reimbursement type delivery order as determined by the Contracting Officer under this paragraph (d).
- b. All clauses required by law as of the date of the Contracting Officer's determination and
- c. Those clauses, terms and conditions set forth in this Basic Ordering Agreement and such other clauses as may be mutually agreed upon.

OBLIGATIONS OF CONTRACTOR UNDER UNPRICED ORDERS:

On acceptance of an unpriced order, the contractor shall proceed to comply therewith to the extent he has the capability and facilities to do so. However, the contractor shall (1) promptly notify the PCO, through the ACO, of any reason why he cannot furnish the supplies and/or services in accordance with the desired delivery schedule, (2) identify any obsolete item ordered and withhold production of same, (3) recommend superseeding or interchangeable parts (4) report any errors in stock number or other discrepancies in the order. Upon receipt of the foregoing information, the parties shall negotiate to amend the order as deemed necessary by the PCO.

*** END OF NARRATIVE A001 ***

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SECTION M	EVALUATION AND AWARD FACTORS

ORION ADVANCED SIMULATION AND INTEL, (THE CONTRACTOR), A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MICHIGAN SHALL, AS AN INDEPENDENT CONTRACTOR AND NOT AS AN AGENT OF THE UNITED STATES OF AMERICA (THE GOVERNMENT), UNDER DELIVERY ORDERS ISSUED PURSUANT TO THIS BASIC ORDERING AGREEMENT, FURNISH:

1. DIGITAL DISPLAY TABLETOP TRAINER (D2T2)

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2. SIMULATED M1A2 SOLDIER ENHANCEMENT PROGRAM (SEP) COMMANDER'S DISPLAY UNIT (M1A2 SEP CDU)
3. ANALOG/DIGITAL I/O DEVICE
4. R&D (RESEARCH & DEVELOPMENT) TEST BED VEHICLE
5. SYSTEM TECHINCAL SUPPORT FOR ENGINEERING SERVICES

TASKS AUTHORIZED UNDER THIS BASIC ORDERING AGREEMENT SHALL BE PERFORMED AT THE TIME AND MANNER STIPULATED IN INDIVIDUAL DELIVERY ORDERS.

IT IS UNDERSTOOD AND AGREED THAT NO SPECIFIC QUANTITY OF ITEMS COVERED BY THE AGREEMENT WILL BE ORDERED DURING THE PERIOD OF THIS AGREEMENT, AND THAT NO LIABILITY WHATSOEVER TO THE CONTRACTOR SHALL BE INCURRED BY THE GOVERNMENT IN THE EVENT THAT NO ORDER IS ISSUED.

BASIC ORDERING AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND ORION ADVANCED SIMULATION AND INTEL.

This agreement is entered into this ____ date of ____, ____, by the United States of America (the Government) represented by _____, the Contracting Officer, and Orion Advanced Simulation and Intel, a corporation organized and existing under the laws of the state of Michigan (the contractor).

The clauses in this agreement, shall be incorporated, by reference or attachment, in delivery order issued under this agreement to effect fixed price and cost reimbursement type contracts for supplies and services such as time and materials, labor hours and letter contracts.

By giving 30 days written notice, either party to this agreement has the right to cancel it without affecting the rights and liabilities under any delivery order existing at the time of cancellation. The contractor shall perform, under the terms of this agreement, all work covered by any delivery order awarded before the effective date of the cancellation.

This agreement shall be reviewed annually before the anniversary of its effective date and revised as necessary to conform to the requirements of the FAR. Basic agreements may need to be revised before the annual review due to mandatory statutory requirements. A basic agreement may be changed only by modifying the agreement itself and not by a contract incorporating the agreement.

This agreement may be modified only by mutual agreement of the parties. A modification of this agreement shall not affect any delivery order in existence at the time of the modification, unless the parties agree otherwise.

The rights and obligations of the parties to this agreement are set forth in this agreement and the clauses of any delivery order issued under this agreement. In the event there is an inconsistency between this agreement and any delivery order, the provision of this agreement shall govern.

This agreement shall remain in effect for a period of three (3) years from the effective date thereof, provided however, that any delivery order issued during this period and prior to the expiration date of this agreement shall continue in effect until performance thereunder is complete.

In the event the parties elect to extend the effective period of this agreement, a BOA modification will be executed prior to the expiration of the then current effective period.

UNITED STATES OF AMERICA

Failure to reach an agreement on price for any order issued before its price is established is a dispute under the Disputes Clause included in this agreement.

BY: _____
Contracting Officer

BY: _____

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Contractor/Company Name

BY: _____
Authorized Individual

BY: _____
Title

*** END OF NARRATIVE A002 ***

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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

	Regulatory Cite	Title	Date
B-1	16.703(a) FAR	SCOPE OF AGREEMENT	

This document is a Basic Ordering Agreement (BOA) as defined in FAR 16.703 and all Delivery Orders issued under the terms hereof shall constitute individual contracts that incorporate the provisions herein.

Oasis Incorporated, a Corporation organized and existing under the laws of the State of Michigan shall, as an independent Contractor and not as an agent of the United States of America (the Government), under delivery orders issued pursuant to this Basic Ordering Agreement, furnish: -3-

EACH FILL IN SHALL BE DETERMINED WITH EACH ORDER

(BF6001)

B-2	252.225-7008 DFARS	SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY	MAR/1998
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In accordance with paragraph (a) of the Duty-Free Entry clause and/or paragraph (b) of the Duty-Free Entry--Qualifying Country End Products and Supplies clause of this contract, the following supplies are accorded duty-free entry:

TO BE DETERMINED WITH EACH ORDER

(BA6701)

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	Regulatory Cite	Title	Date
C-1	52.210-4501 TACOM-RI	DRAWINGS/SPECIFICATION	MAR/1988

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with inclosed Technical Data Package Listing - TDPL -1- with revisions in effect as of -2- (except as follows):

-3-

EACH FILL IN SHALL BE DETERMINED WITH EACH ORDER
(CS6100)

C-2	52.210-4502 TACOM-RI	PHOSPHATE COATING REQUIREMENT	MAR/1995
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The following requirements regarding phosphate coating are applicable to this solicitation and any resultant contract in addition to those requirements set forth in specification DOD-P-16232F, and Interim Amendment 1 (AR), dated 9 Sep 92.

The appropriate address to which phosphate coating procedures should be sent by the contractor is Commander, Tank - Automotive and Armament Command, ATTN: AMSTA-CM-1-, Rock Island, IL 61299-7630. The contract number must be cited on all phosphate coating procedures being submitted to TACOM-RI for review and approval. Procedures shall include product name and manufacturer of all chemicals to be used. All processes, equipment, and controls used for phosphating shall be described in detail.

EACH FILL IN WILL BE DETERMINED WITH EACH ORDER

(End of clause)

(CS6508)

C-3	52.210-4511 TACOM-RI	STATEMENT OF WORK - OZONE DEPLETING CHEMICALS	MAR/1994
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(a) (1) Specifications and standards, which identify ODCs among alternative substances for use, are part of this TDP/SOW as follows:

-1-

(2) The above specifications and standards allow the optional use of Ozone Depleting Substances (ODS) or Ozone Depleting Chemicals (ODC). Preference should be given to the Non-ODS/ODC choices in compliance with Executive Order 12843, dated April 21, 1993, 'Procurement Requirements and Policies for Federal Agencies for Ozone Depleting Substances'.

(b) Other specifications and standards containing ODS/ODC materials and included in this TDP/SOW for which a substitute is provided and must be used are as follows:

-2-

(c) Other specifications and standards included in this TDP/SOW that specify use of an ODS/ODC and have been approved for use are as follows:

-3-

(d) NOTE: Offerors are requested, although not obligated, to perform their own screening of the TDP specifications and

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standards or SOW and identify any additional potential ODS/ODC to the Contracting Officer.

EACH FILL IN WILL BE DETERMINED WITH EACH ORDER

(End of Clause)

(CS6191)

C-4	52.210-4513	STATEMENT OF WORK - STABLE BASE MYLARS	FEB/1994
	ACALA		

Stable Base Mylars Master(s) are required as follows:

CLIN(s)	DRAWING NO(s)	PRON NO(s)	NSN(s)
-1-	-2-	-3-	-4-

Stable Base drawings should be requested from the Contracting Officer not later than thirty days after award of contract.

EACH FILL IN WILL BE DETERMINED WITH EACH ORDER

(End of Clause)

(CS6500)

C-5	52.247-4503	STATEMENT OF WORK - TRANSPORTATION SECURITY REQUIREMENTS	MAY/1993
	TACOM-RI		

Supplies procured under this contract are identified as -1-, requiring Transportation Protective Service (TPS) in accordance with DOD 5100.76M (Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives) and AR 55-355/DLAR 4500.3 (Defense Traffic Management Regulation) as added to or amended by applicable military service policies in accordance with guidance provided by Defense Logistics Agency (DLA)/Defense Contract Management Command (DCMC) or other components assigned to provide contract administration services (CAS) within designated/delegated geographic areas as specified under DOD 4105.59H, DOD Directory of Contract Administration Service Components, dated January 1985, and subsequent issues thereof for offshore/OCONUS procurements.

EACH FILL IN WILL BE DETERMINED WITH EACH ORDER

(End of Statement of Work)

(CS6101)

C-6	52.210-4512	TECHNICAL DATA	SEP/1993
	TACOM-RI		

Technical data shall be provided by the Government with each delivery order as applicable.

(End of statement of work)

(CS7105)

C-7	52.225-4502	STATEMENT OF WORK - ENGLISH LANGUAGE DOCUMENTATION	FEB/1992
	TACOM-RI		

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All contractor prepared material to be furnished under this contract shall be written in the English language.

(End of clause)

(CS7103)

C-8 52.247-4504 TRANSPORTATION SECURITY REQUIREMENTS FOR CONTRACTOR-TO-CONTRACTOR MAY/1993
TACOM-RI SHIPMENTS

(a) Supplies procured or furnished under this contract/subcontract, which are shipped between two or more contractors, and which are qualified as sensitive in accordance with DOD 5100.76M (Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives), or are shipped as DOT Class A or B Explosives, require special Transportation Protective Service (TPS) during shipment from all points of origin to all destinations. TPS will be equivalent to the DOD security standard for the applicable sensitivity category or explosive class identified under DOD 5100.76M and AR 55-355/DLAR 4500.3 (Defense Traffic Management Regulation) as added to or amended by applicable military service policies in accordance with guidance provided by Defense Logistics Agency (DLA)/Defense Contract Management Command (DCMC).

(b) Shipper's Defense Contract Management District/Area Operations (DCMD/DCMAO) transportation offices will furnish assistance in providing the sensitive category of items to be shipped, determining the TPS required, and obtaining the TPS from commercial carriers as necessary.

(c) This clause must be entered in all contracts/subcontracts at any tier.

(End of statement of work)

(CS7115)

C-9 52.248-4502 CONFIGURATION MANAGEMENT DATA INTERFACES - SBCCOM JUL/1999
SBCCOM

The contractor may submit Engineering Change Proposal (ECPs), Value Engineering Change Proposals (VECPs), Request for Deviations (RFDs), and Notice of Revisions (NORs) for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with MIL-STD-973. The contractor is not responsible for the documentation of the logistics support impact of proposed ECPs.

These documents shall be submitted electronically in accordance with the enclosed DD Form 1423, Contract Data Requirements Lists.

If the Government receives the same or substantially the same VECPs from two or more contractors, the contracts whose VECP is received first, will be entitled to share with the Government in all instant, concurrent, future, and collateral savings.

Duplicate VECPs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VECP has been approved and accepted by the Government. If the first VECP submitter's proposal is accepted by the Government, subsequent submitters will receive no VECP savings under their own or other contracts.

(End of Clause)

(CS7109)

C-10 52.248-4502 CONFIGURATION MANAGEMENT DATA INTERFACES MAR/1999
TACOM-RI

The contractor may submit Engineering Change Proposal (ECPs), Value Engineering Change Proposals (VECPs), Request for Deviations (RFDs), and Notice of Revisions (NORs) for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with Table DIP4-1 of MIL-STD-2549. The contractor is not responsible for the documentation of the logistics support impact of proposed ECPs.

These documents shall be submitted on the WWW via the Engineering Changes At Light Speed (ECALS) Worldwide Web page and in accordance with the enclosed DD Form 1423, Contract Data Requirements Lists.

If the Government receives the same or substantially the same VECPs from two or more contractors, the contracts whose VECP is received first, will be entitled to share with the Government in all instant, concurrent, future, and collateral savings.

Duplicate VECPs, which are received subsequently, will be returned to the contractor(s) without formal evaluation,

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regardless of whether or not the first VECP has been approved and accepted by the Government. If the first VECP submitter's proposal is accepted by the Government, subsequent submitters will receive no VECP savings under their own or other contracts.

(End of Clause)

(CS7108)

Contract Data Requirements (CDRL's) Requirements and Data Item Descriptions (DID's) will be included as required in each specific order.

*** END OF NARRATIVE C001 ***

Name of Offeror or Contractor: ORION ADVANCED SIMULATION AND INTEL

SECTION D - PACKAGING AND MARKING

	Regulatory Cite	Title	Date
D-1	52.210-4508 TACOM-RI	PACKAGING REQUIREMENTS	OCT/1992

a. Packaging shall be in accordance with -1- revision -2-, dated -3-. When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.

b. Ammunition bar code markings are required in accordance with MIL-STD-129-1, revision -4-, dated -5-, notice -6-, dated -7-. Bar coding shall be applied to outer shipping containers and to unit loads. Plastic laminated labels are required. If wood containers are used, labels shall be affixed by means of stapling. The staples must not be located within the bar code or the quiet zone of the label. It is permissible to attach the pressure sensitive label to a piece of water resistant card stock slightly larger than the label and staple the card stock to the wood container by means of heavy-duty staples.

c. Marking shall be in accordance with -8- revision -9-, dated -10-.

EXCEPTION: MIL-STD-129-1, revision -11-, dated -12-, notice -13-, dated -14-.

EXCEPTION: MIL-STD-129-1, revision -15-, dated -16-, notice -17-, dated -18-. As of 1 January 1991, DOT markings are no longer required in accordance with new changes to the Code of Federal Regulations, CFR 49. Use the following Proper Shipping Name and Identification Number in lieu of DOT markings: -19-.

EXCEPTION: This item requires Performance Oriented Packaging (POP) markings in addition to any other marking requirements. Markings shall be stenciled on the side of the outer shipping container that is opposite the identification markings. The specific POP markings for this item are as follows:

u / / **
n / /

The United Nations symbol, which precedes the marking, consists of lower case letters 'u' and 'n' placed vertically in a circle. The symbol is not illustrated here in its actual form due to the limitations of the computer system. The slashes are, however, a part of the marking.

References: United Nations 'Orange Book', 'Transportation of Dangerous Goods', Title 49, Code of Federal Regulations, 'Transportation'.

**Year packed. (This year must match the year date shown in the lot number).

EXCEPTION: -20-

EACH FILL IN WILL BE DETERMINED WITH EACH DELIVERY ORDER

(End of clause)

(DS6303)

D-2	52.211-4501 TACOM-RI	PACKAGING REQUIREMENTS	SEP/1997
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(a) Packaging shall be in accordance with the requirements of the Packaging Data Sheet or the Special Packaging Instruction -1- , revision -2-, dated -3-. Packing Level -4- is required and shall be in accordance with MIL-STD-2073-1, revision -5-, dated -6-.

(b) Marking shall be in accordance with MIL-STD-129, 'Standard Practice for Military Marking,' revision -7-, dated -8-. Bar coding requirements apply. When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.

EXCEPTION: -9-

EACH FILL IN WILL BE DETERMINED WITH EACH DELIVERY ORDER

(End of clause)

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(DS6400)

D-3 52.211-4502 PACKAGING REQUIREMENTS DEC/1998
TACOM-RI

Packaging shall be in accordance with Best Commercial Practices with the following REQUIREMENTS. The MARKING shall be in accordance with Standard Practice for Military Marking (MIL-STD-129).

REQUIREMENTS:

1. Packaging - Preservation, packaging, packing and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:

1.1 Cleanliness - Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservative applied to the item for protection are not considered contaminants.

1.2 Preservation - Items susceptible to corrosion or deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.

1.3 Cushioning - Items requiring protection from physical and mechanical damage or which are fragile shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

2. Unit Package

2.1 Unit Package - A unit package shall be so designed and constructed that it will contain the contents with no damage to them, and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling.

2.1 Unit Package Quantity - Unless otherwise specified, the unit package quantity shall be one each part, set, or assembly.

3. Intermediate Package

3.1 The use of intermediate packaging is encouraged particularly when such use enhances handling and inventorying. Intermediate packaging is required to facilitate handling and inventory whenever the quantity is over 1 gross and the size of the unit package is 64 cubic inches or less.

4. Packing

4.1 Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers.

4.2 Shipping containers - The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. It shall be capable of multiple handling and storage under favorable conditions, such as enclosed facilities, for a minimum of one year.

5. Marking - Marking shall be in accordance with MIL-STD-129, Standard Practice for Military Marking, revision -1-, dated -2-. Bar code requirements apply.

EXCEPTION:

-3-

REQUESTED FILL INS TO BE DETERMINED WITH EACH DELIVERY ORDER

(End of clause)

(DS6405)

D-452.211-4503PACKAGING REQUIREMENTSSEP/1997TACOM-RI

(a) The preservation shall be in accordance with the codes of MIL-STD-2073-1, ''Standard Practice for Military Packaging,'' revision -1-, dated -2-. The unit pack quantity shall be -3-. Packing Level -4- is required.

MIL-STD-2073-1 CODES and TABLES

TABLE	J.I	J.II	J.III	J.IV	J.V	J.VI	J.VII	J.VIII	J.IX	J.X
CODE	-5-	-6-	-7-	-8-	-9-	-10-	-11-	-12-	-13-	-14-

- LEGEND:
- TABLE J.I - Preservation Method
 - TABLE J.II - Cleaning
 - TABLE J.III - Contact Preservation
 - TABLE J.IV - Wrapping Material
 - TABLE J.V - Cushioning and Dunnage
 - TABLE J.VI - Thickness of Cushioning
 - TABLE J.VII - Unit Container
 - TABLE J.VII - Intermediate Container
 - TABLE J.IX - Packing Requirements
 - TABLE J.X - Special Marking

b. Marking shall be in accordance with MIL-STD-129, ''Standard Practice for Military Marking'', revision -15-, dated -16-. Bar coding requirements apply

EXCEPTION: -17-

EACH FILL IN WILL BE DETERMINED WITH EACH DELIVERY ORDER

(End of Clause)

(DS6402)

D-552.211-4504PACKAGING REQUIREMENTSSEP/1997TACOM-RI

Packaging shall be in accordance with -1-, revision -2-, dated -3-. The unit package quantity shall be -4-. Marking shall be in accordance with MIL-STD-129, ''Standard Practice for Military Marking,'' revision -5-, dated -6-. Bar coding requirements apply. When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.

EXCEPTIONS: -7-

EACH FILL IN WILL BE DETERMINED WITH EACH DELIVERY ORDER

(End of clause)

(DS6401)

D-652.247-4517PALLETIZATION INSTRUCTIONMAR/1992TACOM-RI

Palletization shall be in accordance with -1-, thru revision -2-, dated -3-.

EACH FILL IN WILL BE DETERMINED WITH EACH DELIVERY ORDER

(End of clause)

(DS6204)

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D-7 52.247-4521 UNITIZATION/PALLETIZATION JUL/1998
TACOM-RI

Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more, unless skids or other forklift handling features are included on the container. Pallet loads must be stable and to the greatest extent possible provide a level top for ease in stacking. A palletized load shall not exceed 52 inches in length or width, or 54 inches of height. When LEVEL A packing is required, a four-way entry pallet or pallet box shall be used to contain the load in a manner that will permit safe multiple rehandling during storage and shipment.

(End of clause)

(DS7204)
Packaging and Marking

Section D - Packaging, Packing, Marking and Inspection. A. Levels of Protections: Levels of Protection shall be specified in each order. B. Packaging, Packing, Marking and Inspection: Packaging, Packing, Marking and Inspection for the specified levels of protection shall be furnished at time of issuance of each order.

*** END OF NARRATIVE D001 ***

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SECTION E - INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

	Regulatory Cite	Title	Date
E-1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-2	52.246-3	INSPECTION OF SUPPLIES - COST-REIMBURSEMENT	APR/1984
E-3	52.246-4	INSPECTION OF SERVICES - FIXED PRICE	AUG/1996
E-4	52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT	APR/1984
E-5	52.246-6	INSPECTION - TIME-AND-MATERIAL AND LABOR-HOUR	JAN/1986
E-6	52.246-6	INSPECTION - TIME-AND-MATERIAL AND LABOR-HOUR - ALTERNATE I	APR/1984
E-7	52.246-15	CERTIFICATE OF CONFORMANCE	APR/1984
E-8	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-9	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	FEB/1999

The Contractor shall comply with the higher-level quality standard selected below, (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.)

Title	Number	Date	Tailoring
-1-	-2-	-3-	-4-

REQUIRED FILL INS WILL BE DETERMINED WITH EACH ORDER

(End of clause)

(EF6002)

E-10	52.209-4511	FIRST ARTICLE TEST (GOVERNMENT TESTING)	MAY/1994
	TACOM-RI		

- a. The first article shall consist of: -1- which shall be examined and tested in accordance with contract requirements, the item specification (s), the Quality Assurance Provisions (QAPs) and drawings listed in the Technical Data Package.
- b. The first article shall be delivered to: -2- The first article shall be delivered by the Contractor Free on Board (FOB) destination except when transportation protective service or transportation security is required by other provision of this contract. If such is the case, the first article shall be delivered FOB origin and shipped on Government Bill of Lading.
- c. The first article shall be representative of items to be manufactured using the same processes and procedures as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package provided by the Government.
- d. Prior to delivery, each of the first article assemblies, subassemblies, and components shall be inspected by the Contractor for all contract, drawing, QAP and specification requirements except for any environmental or destructive tests indicated below: -3- The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the schedule date for final inspection of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected. Results of contractor inspections (including supplier's and vendor's inspection records when applicable) shall be verified by the Government Quality Assurance Representative (QAR). The QAR shall attach to the contractor's inspection report a completed DD Form 1222. One copy of the contractor's inspection report with the DD Form 1222 shall be forwarded with the first article; two copies shall be provided to the Contracting Officer. Upon delivery to the Government, the first article may be subjected to inspection for all

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contract, drawing, specification, and QAP requirements.

e. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in the place of performance, manufacturing process, material used, drawing, specification or source supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for an additional first article sample or portion thereof, and instructions provided concerning the submission, inspection and notification of results. Costs of the first article testing resulting from production process change, change in the place of performance, or material substitution shall be borne by the Contractor.

f. Rejected first articles or portions thereof not destroyed during inspection and testing will be held at the government first article test site for a period of 30 days following the date of notification of rejection, pending receipt of instructions from the Contractor for the disposition of the rejected material. The Contractor agrees that failure to furnish such instructions within said 30 day period shall constitute abandonment of said material by the Contractor and shall confer upon the Government the right to destroy or otherwise dispose of the rejected items at the discretion of the Government without liability to the Contractor by reason of such destruction or disposition.

REQUIRED FILL INS WILL BE DETERMINED WITH EACH ORDER

(End of Clause)

(ES6033)

E-11 52.209-4512 FIRST ARTICLE TEST (CONTRACTOR TESTING) MAY/1994

TACOM-RI

a. The first article shall consist of:

-1-

which shall be examined and tested in accordance with contract requirements, the item specification(s), Quality Assurance Provisions (QAPs) and all drawings listed in the Technical Data Package.

b. The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package provided by the Government.

c. The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specification(s) referenced thereon, except for:

- (1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.
- (2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.
- (3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.
- (4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.
- (5) Onetime qualification tests, which are defined as a onetime on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.

d. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for final inspection and test of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.

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e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. The Government Quality Assurance Representative's (QAR) findings shall be documented on DD Form 1222, Request for and Results of Tests, and attached to the contractor's test report. Two copies of the First Article Test Report and the DD Form 1222 will be submitted through the Administrative Contracting Officer to the Contracting Officer with an additional information copy furnished to -2-.

f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the first article testing resulting from production process change, change in the place of performance, or material substitution shall be borne by the Contractor.

REQUIRED FILL INS WILL BE DETERMINED WITH EACH ORDER

(End of Clause)

(ES6031)

E-12	52.209-4513	FIRST ARTICLE CONFIRMATORY TEST	MAY/1994
	TACOM-RI		

a. When notified by the Contracting Officer that First Article Confirmatory Testing will be imposed, the contractor shall submit upon completion of First Article contractor testing, the following items identified below for confirmatory testing:

QUANTITY	ITEM NOMENCLATURE	DRAWING
-1-	-2-	-3-

b. Shipment of the confirmatory test sample shall be accomplished on or before the submission date of the contractor's First Article Test Report.

c. The confirmatory test sample shall be packaged and packed by the contractor in accordance with contractual requirements and marked "For Confirmatory Test". The sample shall be shipped to the location identified below at Contractor's expense, except when transportation protective service or transportation security is required by other provision of this contract, in which case the test sample items shall be delivered FOB origin and shipped on a Government Bill of Lading: -4-

The accompanying Material Inspection and Receiving Report (DD Form 250) shall be marked "For Confirmatory Test, No Charge". Two copies of the DD Form 250 shall be forwarded to: -5-.

d. Failure of the confirmatory test sample to meet contractual requirements shall be cause for disapproval of the first article. Notification of approval, conditional approval, or disapproval of the first article shall be in accordance with the First Article Approval - Contractor Testing Clause.

e. At the Contracting Officer's discretion, the confirmatory test units with unused repair parts may be returned to contractor for refurbishing and may subsequently be shipped as deliverable contract items. Inspection and acceptance of the refurbished test units shall be in accordance with contractual requirements. The costs of refurbishing will be negotiated between the parties.

REQUIRED FILL INS WILL BE DETERMINED WITH EACH ORDER

(End of Clause)

(ES6030)

Name of Offeror or Contractor: ORION ADVANCED SIMULATION AND INTEL

E-13	52.245-4539	GOVERNMENT FURNISHED INSPECTION EQUIPMENT	MAY/1994
	TACOM-RI		

a. The Government designed Inspection Equipment listed as available in -1- or other provision of this contract, will be furnished to the Contractor for use on this contract. The equipment will be shipped transportation charges collect from the following location: -2-

b. The Contractor shall hereto indicate the facility and address to which the Government Furnished Property (GFP) should be shipped:

c. The contractor should preserve shipping containers when unpacking and retain such containers until the GFP is to be returned. Replacement of such shipping containers shall be at the contractor's expense.

d. After all equipment is in place and ready for operation and upon written request by the contractor, Government personnel will provide training at the contractor's plant on the use, calibration, and maintenance of Government furnished inspection equipment for contractor and Government personnel.

e. Within 30 calendar days after completion of delivery of all items on this contract, the contractor shall notify -3- through the Administrative Contracting Officer and the Contracting Officer that the aforementioned Government furnished inspection equipment conforms to the requirements of paragraph 3.3.5 of MIL-I-45607 and is available for disposition. Upon verification by a Government representative that the equipment conforms to the above requirements, the contractor shall prepare the equipment for delivery in accordance with paragraphs 5.1.2 and 5.2.3 of MIL-G-10944. The cost of preservation, packing, packaging and shipping the Inspection Equipment shall be borne by the Contractor. The Contractor shall ship the equipment with a DD Form 1149 to the following address: -4-

REQUIRED FILL INS WILL BE DETERMINED WITH EACH ORDER

(End of Clause)

(ES6026)

E-14	52.245-4577	GOVERNMENT FURNISHED TEST SUPPORT EQUIPMENT	MAR/1988
	TACOM-RI		

The Government will furnish the equipment, as listed in paragraph a below, to support First Article, Reliability, and/or Acceptance Tests. The cost of shipping the equipment to the Contractor's plant and return to the issuing agency, will be borne by the Government; except that the cost of preservation, packaging, and packing for return shipment shall be borne by the Contractor.

a. Item Nomenclature	National Stock Number	Quantity	Cost	Unit of Each	Iss
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-1-	-2-	-3-	-4-	-5-	
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b. Estimated Weight: -6- pounds.

c. Cube: -7- cu. ft.

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d. Items to be furnished by the Government shall be ordered from the Contracting Officer at the Tank-Automotive and Armaments Command, ATTN: AMSTA-CM-8-, Rock Island, IL 61299-7630, not later than thirty (30) days prior to the desired delivery date.

e. The above items will be furnished on a loan basis and are intended for joint usage by the Contractor and the Government Representative to accomplish basic testing on this contract. The loaned items shall not be modified or altered in any manner, and shall be maintained and returned in as good condition as when loaned; fair wear and tear excepted.

f. When weapons are furnished, the Contractor shall take extraordinary precautions in safeguarding the items from theft or unauthorized use, and shall comply with physical security standards for sensitive items when required for the weapons by other provision of this contract. The Contractor shall also be responsible for cleaning and oiling the weapons at specified intervals and at the end of each day's firing, and for properly caring for the weapons when not in use.

g. The Contractor shall, within thirty (30) calendar days after Government acceptance of all items on this contract, provide an inventory list of all remaining Government furnished equipment to the Contracting Officer. Within forty-five (45) days after receipt of the inventory list, the Contracting Officer will provide the Contractor with disposition instructions.

h. The above items shall be preserved, packaged, and packed by the Contractor at the Contractor's expense, in a manner to ensure safe arrival at the issuing agency, utilizing the same or equivalent container as originally provided.

i. The foregoing requirements are in addition to any requirements placed upon the Contractor by the applicable Government Property clause in Section I of this contract.

REQUIRED FILL INS WILL BE DETERMINED WITH EACH ORDER
(End of clause)

(ES6551)

E-15 52.246-4529 PERFORMANCE VERIFICATION TESTING (GOVERNMENT FACILITY) DEC/1997
TACOM-RI

(a) Subsequent to completion of both contractor and Government inspection/verification actions, a test sample consisting of -1- from -2- shall be selected by the Government Quality Assurance Representative (QAR) for -3-.

(b) The test sample(s), to include all basic issue items (and, if applicable, any repair parts listed in Appendix II of this contract), shall be packaged and packed in accordance with contract requirements. The test sample(s) shall be appropriately marked, to include the drawing/part number, the contract number, the name of the contractor, and the contract Administration Office. The test sample(s) shall be shipped Free on Board (FOB) Destination to the location designated below unless transportation protective service or transportation security is required (by other provision of this contract); if transportation protective service and/or transportation security is required, the test sample(s) shall be shipped FOB origin on a Government Bill of Lading (GBL). A copy of the contractor's inspection/test results shall be provided with the test sample(s). The test sample(s) and accompanying Material Inspection and Receiving Report (DD Form 250) shall be marked FOR INITIAL PRODUCTION TESTING or FOR COMPARISON TESTING as applicable. Two copies of the DD Form 250 shall be forwarded to the Contracting Officer and one copy of the DD Form 250 shall be forwarded to -4-.

Shipping Destination -5-

(c) The test sample shall be examined and/or tested by the Government in accordance with -6-.

(d) Within -7- days after receipt of the test sample at the Government facility, the Contracting Officer shall provide written notification to the Contractor as to the approval, disapproval, or conditional approval of the performance verification test. Unless authorized by the Contracting Officer, the lot from which the test sample was taken (and any subsequent lots) shall not be shipped from the Contractor's facility, nor shall final acceptance of the lot be make, until such time as notification has been provided by the Contracting Officer that the Performance Verification Test samples have been approved/conditionally approved.

(e) If the Contracting Officer does not provide notification of the approval, conditional approval, or disapproval of the performance Verification Test sample within the time specified above, the Contracting Officer shall, if applicable, equitably adjust the delivery/performance dates and/or contract price (and any other contractual provision affected by such delay) in accordance with the procedures provided in the Changes clause of this contract.

(f) If any test sample fails to meet any applicable contractual requirements, the lot or batch from which the test sample was drawn shall be considered to be rejected. The contractor shall take immediate corrective action, both to correct the deficiency/nonconformance and to prevent recurrence of such deficiency/nonconformance. Such corrective action shall be taken by

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the contractor at no increase in contract price. Such corrective action shall apply to all items (to include basic issue items and/or repair parts) either in-process of final assembly, which have been produced or are in production since the last successful Performance Verification Test. In addition, the provisions of any warranty clause contained in the contract shall apply. Upon completion of the corrective action, the contractor shall resubmit a sample for Performance Verification testing. Any and all costs associated with testing the additional Performance Verification Test sample shall be borne by the contractor. The Contracting Officer shall equitably adjust the contract price as applicable for the costs associated with the additional testing resulting from failure of the test sample to meet the applicable contractual requirements.

(g) If the contractor fails to deliver any Performance Verification test sample within the time specified, or if the test sample is disapproved and an acceptable replacement is not provided within the time specified, the contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(h) Unless otherwise specified, the initial production/confirmatory test units shall be considered to be destructively tested. At the Contracting Officer's discretion, the initial production/confirmatory test units, and any unused repair parts, may be returned to the contractor for refurbishing, and may subsequently be shipped as deliverable items under the terms of the contract. Any refurbished test units shall meet all contract requirements; inspection and acceptance of any refurbished test units shall be conducted in accordance with contract requirements. Any costs to refurbish the test units shall be subject to negotiation between the contracting Officer and the contractor.

REQUIRED FILL INS WILL BE DETERMINED WITH EACH ORDER

(End of clause)

(ES6040)

E-16	52.246-4533	SURFACE QUALITY STANDARDS	JUN/2000
	TACOM-RI		

a. Surface quality standards for optical elements (Scratch and Dig) per MIL-PRF-13830, dated 9 Jan 97, are required to perform acceptance inspection under this contract and are available as listed in -1- of this contract. The standards will be furnished to the Contractor on a loan basis for use on this contract. The standards shall not be used on other contracts unless written authorization is received from the Contracting Officer. The Administering Contracting Officer (ACO) designated by the agency administering the contract, or the Contracting Officer (CO) if an ACO was not assigned shall submit the Contractor's request for equipment to -2-, transportation charges collect.

b. The contractor shall hereby indicate the facility to which this Government Furnished Property should be shipped:

c. Upon receipt, the Contractor should retain shipping containers for return of the standards. All costs of packing, packaging, shipping, and insurance shall be borne by the Contractor.

d. The Contractor shall be responsible for shipping the surface quality standards to the Government for certification at 12 month intervals. Notification and shipping instructions shall be provided to the Contractor by -3-. The notification shall include the standard's serial number and will be sent 30 days prior to the actual due date for certification.

e. Within 30 calendar days after completion of delivery of all items on this contract, the Contractor shall assure that the Government owned standards referenced in paragraph a above conform to the requirements of paragraph 3.3.5 of MIL-I-45607. Upon verification by a Government representative that the standards conform to the above requirements, the Contractor shall prepare the standards for delivery in accordance with paragraph 5.1.2 and 5.2.3 of MIL-G-10944. The Contractor shall ship the standards with a DD Form 1149 to -4-.

REQUIRED FILL INS WILL BE DETERMINED WITH EACH ORDER

(End of Clause)

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(ES6037)

E-17	52.246-4534	PERFORMANCE VERIFICATION TESTING (CONTRACTOR FACILITY)	DEC/1997
	TACOM-RI		

(a) Subsequent to completion of both contractor and Government inspection/verification actions, a test sample consisting of -1- from -2- shall be selected by the Government Quality Assurance Representative (QAR) for -3-.

(b) The test shall be conducted at the contractor's facility. A copy of the contractor's inspection/test results shall be provided with the test sample. The contractor shall notify the Contracting Officer in writing at least 15 calendar days prior to initiation of the (each) test. The contractor shall also provide a copy of such notification to -4- and to the QAR.

(c) The test sample shall be examined and/or tested in accordance with -5-.

(d) Within -6- days after completion of the test, the Contracting Officer (or designated representative) shall provide notification to the Contractor as to the approval, disapproval, or conditional approval of the performance verification test. Unless authorized by the Contracting Officer, the lot from which the test sample was taken shall not be shipped from the Contractor's facility, nor shall final acceptance of the lot be made, until such time as notification has been provided by the Contracting Officer that the Performance Verification Test samples have been approved/conditionally approved.

(e) If the Contracting Officer does not provide notification of the approval, conditional approval, or disapproval of the performance Verification Test sample within the time specified above, the Contracting Officer shall, if applicable, equitably adjust the delivery/performance dates and/or contract price (and any other contractual provision affected by such delay) in accordance with the procedures provided in the Changes clause of this contract.

(f) If any test sample fails to meet any applicable contractual requirement, the lot or batch from which the test sample was drawn shall be considered to be rejected. The contractor shall take immediate corrective action, both to correct the deficiency/nonconformance and to prevent recurrence of the deficiency/nonconformance. Such corrective action shall be taken by the contractor at no increase in contract price. Such corrective action shall apply to all items (to include basic issue items and/or repair parts) either in-process of final assembly, which have been produced or are in production since the last successful Performance Verification Test. In addition, the provisions of any warranty clause contained in the contract shall apply. Upon completion of the corrective action, the contractor shall resubmit a sample for Performance Verification testing. Any and all costs associated with testing the additional Performance Verification Test sample shall be borne by the contractor. The Contracting Officer shall equitably adjust the contract price as applicable for the costs associated with the additional testing resulting from failure of the test sample to meet the applicable contractual requirements.

(g) If the contractor fails to deliver any Performance Verification test sample within the time specified, or if the test sample is disapproved and an acceptable replacement is not provided within the time specified, the contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(h) Unless otherwise specified, the initial production/confirmatory test units shall be considered to be destructively tested. At the Contracting Officer's discretion, the initial production/confirmatory test units, and any unused repair parts, may be returned to the contractor for refurbishing, and may subsequently be shipped as deliverable items under the terms of the contract. Any refurbished test units shall meet all contract requirements; inspection and acceptance of any refurbished test units shall be conducted in accordance with contract requirements. Any costs to refurbish the test units shall be subject to negotiation between the contracting Officer and the contractor.

REQUIRED FILL INS WILL BE DETERMINED WITH EACH ORDER
(End of clause)

(ES6041)

E-18	52.246-4025	HIGHER LEVEL CONTRACT REQUIREMENT, TACOM QUALITY SYSTEM REQUIREMENT	OCT/1997
	TACOM-RI		

(a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (1) defect prevention and (2) process control, providing adequate quality controls throughout all areas of contract performance.

(b) Your quality system may be based on (1) international quality standards such as ISO 9003, or (2) military, or (3) commercial, or (4) national quality standards. You represent that your performance under this contract will be in accordance with your quality system, which is in compliance with:

() ISO 9001

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- () ISO 9002
- () ISO 9003
- () QS 9000
- () ANSI/ASQ Q9001
- () ANSI/ASQ Q9002
- () ANSI/ASQ Q9003
- () Other, specifically _____

NOTE: If you check the "other" block because you intend to use an in-house quality system, or one based on a commercial national or international standard not identified above, then in addition to identifying your proposed system in the space above, to the right of the word "other", you must attach a description of this system to your offer in response to the solicitation, so we can assess its suitability. If you receive a contract award, your proposed quality system will be required by the contract.

(c) Certification of compliance for the quality system you identify above, by an independent standards organization or auditor, does not need to be furnished to us under this contract. However, you may attach a copy of such certification with your offer in response to the solicitation, as proof of system compliance.

(d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contract requirements.

(End of Clause)

(ES7443)

E-19	52.246-4025 TACOM-RI	HIGHER LEVEL CONTRACT REQUIREMENT, TACOM QUALITY SYSTEM REQUIREMENT, - ALTERNATE I	OCT/1997
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(a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (1) defect prevention and (2) process control, providing adequate quality controls throughout all areas of contract performance.

(b) Your quality system may be based on (1) international quality standards such as ISO 9001 or (2) military, or (3) commercial, or (4) national quality standards. NOTE: System such as ISO 9002 or comparable systems are unacceptable for this procurement. You represent that your performance under this contract will be in accordance with your quality system, which is in compliance with:

- () ISO 9001
- () QS 9000
- () ANSI/ASQ Q9001
- () Other, specifically _____

NOTE: If you check the "other" block because you intend to use an in-house quality system, or one based on a commercial national or international standard not identified above, then in addition to identifying your proposed system in the space above, to the right of the word "other", you must attach a description of this system to your offer in response to the solicitation, so we can assess its suitability. If you receive a contract award, your proposed quality system will be required by the contract.

(c) Certification of compliance for the quality system you identify above, by an independent standards organization or auditor, is not required under this contract. However, you may attach a copy of such certification with your offer in response to the solicitation, as proof of system compliance.

(d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contract requirements.

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(End of clause)

(ES7444)

E-20 52.246-4503 ALTERNATIVES TO LOT ACCEPTANCE SAMPLING (INCLUDING STATISTICAL JAN/1999
TACOM-RI PROCESS CONTROL (SPC))

(a) Offerors are encouraged to propose a defect prevention strategy in lieu of lot acceptance inspection and testing requirements cited in the technical data package. The Government recognizes that industry has developed numerous prevention based strategies which result in reduced process variation and promote continuous process improvement initiatives. Use of alternatives to lot acceptance sampling can provide offerors the latitude of implementing prevention based programs that are suitable to their particular mode of operation. Offerors are encouraged to submit their alternative proposals prior to award. Although the Government will entertain post award requests, there is no guarantee such requests will be accepted.

(b) Requests to use alternatives to lot acceptance sampling shall be provided to the Contracting Officer for review and approval or disapproval. Such requests shall include:

(1) Identification of the specific inspections and tests to be reduced or eliminated.

(2) A description of your prevention based program. This should include such topics as a training program and the performance of audits.

(3) A description of the tools used to monitor and control the specific processes being evaluated. This should include such topics as criteria for determining out of control conditions and procedures to be used when an out of control condition is detected.

(4) The results of a process performance study, and if available, the results of a process capability study.

(5) For SPC data to be used as an alternative to lot acceptance sampling, the following conditions shall be met:

(i) The process is in a state of statistical control using SPC control chart methods.

(ii) Variable data: for Critical characteristics a CPK \geq 2.00 (or equivalent capability) is achieved; for Major characteristics a CPK \geq 1.33 (or equivalent capability) is achieved.

(iii) Attribute data: for Critical Characteristics a process average of 100% of the product conforming to the specification; for Major Characteristics a process average of 99.9937% of the product conforming to the specification.

(c) Proposals offered after award. The Contracting Officer is responsible for accepting or rejecting the alternate lot acceptance procedure submitted by the contractor. The contractor may submit an alternate lot acceptance procedure at any time during the performance of this contract. The Contracting Officer is responsible for accepting or rejecting the alternate procedure within 30 days of receipt. If the Government needs more time to evaluate the alternate procedure, the Contracting Officer shall notify the contractor in writing, giving the reasons and the anticipated decision date. The contractor may withdraw its proposal at anytime prior to its incorporation by contract modification. Because offerors may withdraw their proposal at anytime, the Contracting Officer's failure to timely accept or reject the proposal shall not constitute grounds for claim against the Government. Any proposed and accepted procedure must be incorporated by contract modification. If the alternate procedure is not accepted, the Contracting Officer shall provide the contractor with written notification, explaining the reasons for rejection.

(d) Any equitable adjustment resulting from approval of an alternate lot acceptance procedure described in paragraph (c) above will be handled in accordance with the Changes clause of this contract.

(e) Until notification is received, the contractor is required to perform under this contract in accordance with the requirements herein, including lot acceptance inspection and testing.

(End of clause)

(ES7019)

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E-21 52.246-4528 REWORK AND REPAIR OF NONCONFORMING MATERIAL MAY/1994
TACOM-RI

- a. Rework and Repair are defined as follows:
- (1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.
- (2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.
- b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.
- c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer for review and written approval prior to implementation.
- d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.
- e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

(ES7012)

E-22 52.246-4531 ACCEPTANCE INSPECTION EQUIPMENT (AIE) JUN/2000
TACOM-RI

- (a) The contractor shall use a calibration system with traceability to a national or international standard for the AIE used on this contract.
- (b) The contractor shall provide all AIE (except for any AIE listed as available in Section H or Appendix I) necessary to assure conformance of material to the contract requirements.
- (c) AIE shall be available for use on the First Article (FA) submission, if FA is required, or prior to use for acceptance of production material on this contract.
- (d) Contractor furnished AIE shall be made (i) to the AIE designs specified in Section C, or (ii) to any other design provided the contractor's proposed AIE design is approved by the Government. Contractor's proposed AIE design for inspection of characteristics listed as ''Critical, Special or Major'' shall be submitted to the Government for review and approval as directed on the Contract Data Requirements List, DD Form 1423. Government approval of AIE design shall not be considered to modify the contract requirements.
- (e) When the contractor submits it's proposed AIE on commercial off the shelf equipment, the contractor shall include the manufacturer's name, model number, and sufficient information to show capability of the proposed AIE to perform the inspection required. When submitting proposed AIE design documentation on commercial computer controlled test and measuring equipment include information on (1) test program listing (2) flowcharts showing accept and reject limits and computer generated test stimuli (3) calibration program listing (4) sample of the printout of an actual test and calibration (5) test plan to verify accuracy of inspection and correctness of accept or reject decision (6) identification of the equipment by model name and number.
- (f) Resubmission of the contractor's proposed AIE design for Government approval on a follow on Government contract is not required, provided the inspection characteristic parameters specified in the technical data package and the previously approved contractor AIE design documentation have not changed. In this situation, the contractor shall provide written correspondence in the place of the AIE design documentation that indicates the prior approval and states that no changes have occurred.
- (g) The Government reserves the right to disapprove, at any time during the performance of this contract, any AIE that is not accomplishing its intended use in verifying an inspection or test characteristic.

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(End of clause)

(ES7018)

E-23 52.246-4540 CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2 CLAUSE MAR/1997
TACOM-RI

a. The (CP)2 program is a voluntary program open to all contractors. The program is a unified effort between the Government and the Contractor to confirm the development, use and continuous improvement of quality operations. Implementation and continuous improvement are measured and documented through independent audits and follow on reporting. For more information on the (CP)2 program, please contact the Contracting Officer.

b. The Government will not delay processing of this solicitation to afford any offeror additional time to complete the (CP)2 certification process.

c. You may provide the following information relative to (CP)2 certification:

(1)____NOT CERTIFIED

(2)____CERTIFIED

(i)____DATE OF CERTIFICATION

(ii)____CERTIFYING ACTIVITY

d. For Contractor facilities currently certified under the (CP)2 program, the following shall apply:

(1) Provided the process is in a state of statistical control and the minimum process performance index of 1.33 is met, the Contractor may eliminate acceptance inspections and acceptance testing for unlisted, minor, and major characteristics and parameters by providing written notice to the Contracting Officer and providing a copy furnished to the Administrative Contracting Officer. The provisions of the "Statistical Process Control (SPC)" clause of this contract still apply for reduction or elimination of acceptance inspection or acceptance testing for characteristics and parameters identified as "critical" or "special."

(2) Design approvals for acceptance equipment and test equipment will be waived for unlisted, minor and major characteristics and parameters by providing written notice to the Contracting Officer. The provisions of the "Acceptance Inspection Equipment (AIE)" clause of this contract still apply for acceptance equipment and test equipment design approvals utilized for "critical" or "special" characteristics or parameters.

(3) First Article Test Requirements shall be waived by the Contracting Officer when supplies identical or similar to those called for in the schedule have been previously furnished by the Contractor and have been accepted by the Government.

e. The Government reserves the right to rescind, at no increase in contract price, the rights and benefits granted to the Contractor under this clause if the Contractor's quality performance deteriorates from the level specified within the (CP)2 agreement between the Government and the Contractor.

End of Clause

(ES7016)

E-1 The plant or plants of the contractor or subcontractors designated as the point or respective points inspection and acceptance will be designated in each delivery order.

a. Data Inspection-data shall be inspected and accepted at destination for conformity to the requirements of the contract.

b. Government Procurement Quality Actions (PQA-Government PQA actions will be accomplished by the Government's authorized Quality Assurance Representative (QAR) at the contractor's plant.

c. PQA inspection as to conformity of supplies with the applicable drawings and specifications, and inspection of supplies for conformity with the applicable preservation,packing, packaging and marking requirements shall be made at locations as designated on the individual delivery order.

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d. Acceptance of supplies by the Government shall be made at the location designated on the individual delivery order.

E-2 INSPECTION CRITERIA - The contractor shall perform, as a minimum, examinations and tests in accordance with the applicable specifications, QAR and QAP's. These minimums shall not relieve the contractor of responsibility under the terms and conditions of the contract to furnish the Government only with items fully in conformance with the requirements of the product drawings and specifications.

E-3 APPLICABLE DOCUMENTS - ISO 9000 series as defined on each delivery order shall be used by the prime contractor, and as technically required shall be applied to subcontractors.

E-4 - DRAWING/SPECIFICATIONS - The contractor shall make available to the government inspector, upon request at the time of product inspection, legible drawings and printed specifications to which the product was manufactured. These drawings and specifications shall be annotated to the revision required on the applicable delivery order. Upon completion of inspection and acceptance by the Government inspector, all drawings and specifications will be returned to the contractor.

E-5 - INSPECTION RECORDS - Inspection records of the examinations and tests performed by the Government shall be kept complete and available to the Government for a period of four years following completion of this contract.

E-6 - INTERCHANGEABILITY OF COMPONENTS - The contractor shall notify the Government of conforming hardware that exhibits interchangeability problems. Notification shall be supported by adequate technical analysis and part conformance verification.

E-7 - EXAMINATIONS AND TESTS-All examinations or tests required to be performed by the contractor shall be subject to verification by the Government. Prior to the commencement of any special examination or test, e.g., First Article or Control Test, the contractor shall give 15 days notice to the Government of the date, time and place where a special test or examination will be conducted.

E-8 - GOVERNMENT FURNISHED PROPERTY (GFP) - If GFP is provided under this contract, the contractor shall report any deficiencies discovered in the GFP to the Government. Such deficiencies shall be reported utilizing the standard format or the Quality Deficiency Report (SF368), at his discretion.

E-9 - CONTROL TEST-Control Tests shall be performed on one unit from each complete and assembled lot of units consecutively produced under this contract as defined by the applicable specification. Subassembly control test requirements will be satisfied upon approval of the up assembly control test if by the contractor. If by a subcontractor, which also has a control test requirement, then the test will be considered to be met if each assembly is tested to the requirements required of the subassembly, component or part in the performance of higher assembly testing. However, any environment that is required and not tested will be separately tested.

E-10 - FIRST ARTICLE TEST (FAT) - This contract has been structured to allow the Government to contract for a FAT program. A FAT requirement must be specified within each delivery order as a separate line item (CLIN). FAT reports will be documented as required within this paragraph. Where a FAT requirement is not contained in a delivery order, the contractor's obligation is limited to those circumstances described in paragraph E-10h. This paragraph also allow the Government to contract for FAT on a time interval basis.

a. First Article approval is defined as approval of a test report that addresses all of the requirements of the technical data package (TDP) for the item tested.

b. The Government and/or contractor shall issue First Article Approval as required.

c. In order to protect the delivery schedule the contractor may, at its risk, release items prior to receipt of FAR approval, except when specifically prohibited by the Government from doing so. The contractor shall maintain records which all unapproved items to be identified.

d. Selection of test items shall be accomplished by the contractor unless specifically prohibited by the Government. FAT samples must be manufactured at the facility in which the item is to be produced under each delivery order and be representative of the production process. Samples quantity shall be as required by the applicable specification.

e. The use of FAT's from production of other spares contracts to satisfy this requirement under this contract may be considered by the contractor. Configuration differences must be minor. The Government shall approve such use on deliverable items.

f. Representative Testing-If the contractor or subcontractor produces an assembly that has a FAT requirement and that assembly has subassemblies, components or parts which also have a FAT requirement, then the FAT requirement for the subassemblies, components and parts shall be considered to have been met if the higher level assembly successfully passes FAT and meets the other provisions of this paragraph.

(1) If the contractor or subcontractor produce more than one type of component subject to the same specification, e.g.

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wiring harness assemblies, tubes, etc. and the manufacturing processes are similar for all types, then this requirement may be satisfied by testing one representative type to the specification requirement. Any test failures on the representative part shall be considered failures against all parts in that class unless specific evidence to the contrary is presented.

(2) Where E-10f or E-10f(1) apply, all documents pertinent to the FAT shall identify the part numbers tested and the part numbers represented.

g. The component item FAT requirement is satisfied if the contractor or subcontractor has received FAT approval for an identical part on a previous contract, and there has been manufacturing/assembly processes have not changed.

h. If at any time after the contractor has received/issued approval for an item that requires FAT under this contract, the contractor or subcontractor changes the design and/or manufacturing/assembly process, the manufacturing or assembly location or the source of supply, the contractor and Government together shall determine the extent of retest require and shall perform, at no additional cost to the government, the retest in accordance with the applicable specification/drawing.

i. In the event of a test incident, the contractor shall promptly notify the Government QAR and PCO (or his/her designee). Updates shall be provided as required. The Government reserves the right to cease acceptance based upon failed or incomplete product.

j. All warranted items will be handled on a case by case basis.

E-11 - The Product Quality Deficiency Reporting System shall be used to document system integration failures. Requests for return of hardware for failure evaluation shall be in the contractor's format directly to the Government QAR.

ACCELERATED DELIVERIES, CONTRACTOR INITIATED

The contractor shall not make deliveries earlier than the dates specified in the Delivery Order without authorization of the Contracting Officer.

*** END OF NARRATIVE E001 ***

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SECTION F - DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-15	STOP-WORK ORDER - ALTERNATE I	AUG/1989
F-4	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-5	52.247-29	F.O.B. ORIGIN	JUN/1988
F-6	52.247-30	F.O.B. ORIGIN, CONTRACTOR'S FACILITY	APR/1984
F-7	52.247-31	F.O.B. ORIGIN, FREIGHT ALLOWED	JUN/1988
F-8	52.247-32	F.O.B. ORIGIN, FREIGHT PREPAID	JUN/1988
F-9	52.247-34	F.O.B. DESTINATION	JAN/1991
F-10	52.247-35	F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES	APR/1984
F-11	52.247-37	F.O.B. VESSEL, PORT OF SHIPMENT	APR/1984
F-12	52.247-43	F.O.B. DESIGNATED AIR CARRIER'S TERMINAL, POINT OF EXPORTATION	APR/1984
F-13	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
F-14	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	APR/1984
F-15	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-16	52.247-59	F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-17	52.247-61	F.O.B. ORIGIN - MINIMUM SIZE OF SHIPMENTS	APR/1984
F-18	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS	JAN/1991
F-19	52.211-8	TIME OF DELIVERY - ALTERNATE I	APR/1984

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

<u>ITEM NO.</u>	<u>SHIP TO</u>	<u>QUANTITY</u>	<u>WITHIN DAYS AFTER DATE OF CONTRACT</u>
-1-	-2-	-3-	-4-

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

<u>ITEM NO.</u>	<u>QUANTITY</u>	<u>WITHIN DAYS AFTER DATE OF CONTRACT</u>
_____	_____	_____
_____	_____	_____

(b) The delivery dates or specific periods above are based on the assumption that the Government will make award by -5-. Each delivery date in the delivery schedule above will be extended by the number of calendar days after the above date that the contract is in fact awarded. Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed or otherwise furnished to the successful offeror results in a binding contract. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails.

(End of clause)

REQUIRED FILL INS SUPPLIED WITH EACH ORDER

(FF6015)

F-2052.211-8TIME OF DELIVERY - ALTERNATE IIIAPR/1984

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE			
ITEM NO.	SHIP TO	QUANTITY	WITHIN DAYS AFTER THE DATE OF RECEIPT OF A WRITTEN NOTICE OF AWARD
-1-	-2-	-3-	-4-

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE		
ITEM NO.	QUANTITY	WITHIN DAYS AFTER THE DATE OF RECEIPT OF A WRITTEN NOTICE OF AWARD

(End of clause)

REQUIRED FILL INS SUPPLIED WITH EACH ORDER

(FF6017)

F-2152.211-8TIME OF DELIVERYJUN/1997

(a) The Government requires delivery to be made according to the following schedule:

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REQUIRED DELIVERY SCHEDULE

<u>ITEM NO.</u>	<u>SHIP TO</u>	<u>QUANTITY</u>	WITHIN DAYS AFTER DATE OF <u>CONTRACT</u>
-1-	-2-	-3-	-4-

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

<u>ITEM NO.</u>	<u>QUANTITY</u>	WITHIN DAYS AFTER DATE OF <u>CONTRACT</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "'working day'" excludes weekends and U.S. holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(End of clause)

REQUIRED FILL INS SUPPLIED WITH EACH ORDER

(FF6025)

F-22 52.211-8 TIME OF DELIVERY - ALTERNATE II APR/1984
(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

<u>ITEM NO.</u>	<u>SHIP TO</u>	<u>QUANTITY</u>	WITHIN DAYS AFTER THE DATE OF RECEIPT OF A <u>WRITTEN NOTICE OF AWARD</u>
-1-	-2-	-3-	-4-

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The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE		
ITEM NO	QUANTITY	WITHIN DAYS AFTER THE DATE OF RECEIPT OF A WRITTEN NOTICE OF AWARD

(b) The delivery dates or specific periods above are based on the assumption that the successful offer will receive notice of award by -5-. Each delivery date in the delivery schedule above will be extended by the number of calendar days after the above date that the Contractor receives notice of award; provided, that the Contractor promptly acknowledges receipt of notice of award.

(End of clause)

REQUIRED FILL INS SUPPLIED WITH EACH ORDER

(FF6016)

F-23 52.211-9 DESIRED AND REQUIRED TIME OF DELIVERY - ALTERNATE III APR/1984
(a) The Government desires delivery to be made according to the following schedule:

DESIRED DELIVERY SCHEDULE			
ITEM NO.	SHIP TO	QUANTITY	WITHIN DAYS AFTER THE DATE OF RECEIPT OF A WRITTEN NOTICE OF AWARD
-1-	-2-	-3-	-4-

If the offeror is unable to meet the desired delivery schedule, it may, without prejudicing the evaluation of its offer, propose a delivery schedule below. However, the offeror's proposed delivery schedule must not extend the delivery period beyond the time for delivery in the Government's required delivery schedule as follows:

REQUIRED DELIVERY SCHEDULE			
ITEM NO.	SHIP TO	QUANTITY	WITHIN DAYS AFTER THE DATE OF RECEIPT OF A WRITTEN NOTICE OF AWARD
-5-	-6-	-7-	-8-

Offers that propose delivery of a quantity under such terms or conditions that delivery will not clearly fall within the

Name of Offeror or Contractor: ORION ADVANCED SIMULATION AND INTEL

applicable required delivery period specified above, will be considered nonresponsive and rejected. If the offeror proposes no other delivery schedule, the desired delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE			WITHIN DAYS AFTER THE DATE OF RECEIPT OF A WRITTEN NOTICE OF AWARD
ITEM NO.	QUANTITY		
REQUIRED FILL INS DETERMINED WITH EACH ORDER			

(End of clause)

(FF6011)

F-24 52.211-9 DESIRED AND REQUIRED TIME OF DELIVERY - ALTERNATE II APR/1984
(a) The Government desires delivery to be made according to the following schedule:

DESIRED DELIVERY SCHEDULE			WITHIN DAYS AFTER THE DATE OF RECEIPT OF A WRITTEN NOTICE OF AWARD
ITEM NO.	SHIP TO	QUANTITY	
-1-	-2-	-3-	-4-

If the offeror is unable to meet the desired delivery schedule, it may, without prejudicing the evaluation of its offer, propose a delivery schedule below. However, the offeror's proposed delivery schedule must not extend the delivery period beyond the time for delivery in the Government's required delivery schedule as follows:

REQUIRED DELIVERY SCHEDULE			WITHIN DAYS AFTER THE DATE OF RECEIPT OF A WRITTEN NOTICE OF AWARD
ITEM NO.	SHIP TO	QUANTITY	
-5-	-6-	-7-	-8-

Offers that propose delivery of a quantity under such terms or conditions that delivery will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. If the offeror proposes no other delivery schedule, the desired delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE			WITHIN DAYS AFTER THE DATE OF RECEIPT OF A WRITTEN NOTICE OF AWARD
ITEM NO.	QUANTITY		

Name of Offeror or Contractor: ORION ADVANCED SIMULATION AND INTEL

(b) The delivery dates or specific periods above are based on the assumption that the successful offeror will receive notice of award by -9-. Each delivery date in the delivery schedule above will be extended by the number of calendar days after the above date that the Contractor receives notice of award; provided, that the Contractor promptly acknowledges receipt of notice of award.

(End of clause)

REQUIRED FILL INS SUPPLIED WITH EACH ORDER

(FF6020)

F-25 52.211-9 DESIRED AND REQUIRED TIME OF DELIVERY JUL/1995

(a) The Government desires delivery to be made according to the following schedule:

DESIRED DELIVERY SCHEDULE			
ITEM NO.	SHIP TO	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
-1-	-2-	-3-	-4-

If the offeror is unable to meet the desired delivery schedule, it may, without prejudicing the evaluation of its offer, propose a delivery schedule below. However, the offeror's proposed delivery schedule must not extend the delivery period beyond the time for delivery in the Government's required delivery schedule as follows:

REQUIRED DELIVERY SCHEDULE			
ITEM NO.	SHIP TO	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
-5-	-6-	-7-	-8-

Offers that propose delivery of a quantity under such terms or conditions that delivery will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. If the offeror proposes no other delivery schedule, the desired delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE		
ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT

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(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed or otherwise furnished to the successful offeror results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day the award is dated. Therefore, the offeror shall compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (i) five calendar days for delivery of the award through the ordinary mails, or (ii) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term 'working day' excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(End of Clause)

REQUIRED FILL INS SUPPLIED WITH EACH ORDER

(FF6026)

F-26 52.211-9 DESIRED AND REQUIRED TIME OF DELIVERY - ALTERNATE I APR/1984
(a) The Government desires delivery to be made according to the following schedule:

DESIRED DELIVERY SCHEDULE			
<u>ITEM NO.</u>	<u>SHIP TO</u>	<u>QUANTITY</u>	<u>WITHIN DAYS AFTER DATE OF CONTRACT</u>
-1-	-2-	-3-	-4-

If the offeror is unable to meet the desired delivery schedule, it may, without prejudicing the evaluation of its offer, propose a delivery schedule below. However, the offeror's proposed delivery schedule must not extend the delivery period beyond the time for delivery in the Government's required delivery schedule as follows:

REQUIRED DELIVERY SCHEDULE			
<u>ITEM NO.</u>	<u>SHIP TO</u>	<u>QUANTITY</u>	<u>WITHIN DAYS AFTER DATE OF CONTRACT</u>
-5-	-6-	-7-	-8-

Offers that propose delivery of a quantity under such terms or conditions that delivery will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. If the offeror proposes no other delivery schedule, the desired delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE			
<u>ITEM NO.</u>	<u>QUANTITY</u>	<u>WITHIN DAYS AFTER DATE OF CONTRACT</u>	
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	

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(b) The delivery dates or specific periods above are based on the assumption that the Government will make award by -9-. Each delivery date in the delivery schedule above will be extended by the number of calendar days after the above date that the contract is in fact awarded. Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed or otherwise furnished to the successful offeror results in a binding contract. Therefore, the offeror shall compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails.

REQUIRED FILL INS SUPPLIED WITH EACH ORDER

(FF6019)

F-27 52.211-11 LIQUIDATED DAMAGES - SUPPLIES, SERVICES OR RESEARCH AND DEVELOPMENT APR/1984
(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any extension, the Contractor shall, in place of actual damages, pay to the Government as fixed, agreed, and liquidated damages, for each calendar day of delay the sum of -1- .

(b) Alternatively, if delivery or performance is so delayed, the Government may terminate this contract in whole or in part under the Default-Fixed-Price Supply and Service clause in this contract and in that event, the Contractor shall be liable for fixed, agreed, and liquidated damages accruing until the time the Government may reasonably obtain delivery or performance of similar supplies or services. The liquidated damages shall be in addition to excess costs under the Termination clause.

(c) The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in the Default-Fixed-Price Supply and Service clause in this contract.

(End of clause)

REQUIRED FILL INS SUPPLIED WITH EACH ORDER

(FF6021)

F-28 52.247-60 GUARANTEED SHIPPING CHARACTERISTICS DEC/1989

(a) The offeror is requested to complete subparagraph (a)(1) of this clause for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping cost, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

(i) Type of container: Wood Box _____, Fiber Box _____,

Barrel _____, Reels _____, Drums _____,

Other (specify) _____

(ii) Shipping Configuration: Knocked-down _____,

Set-up _____, Nested _____, Other (specify) _____

(iii) Size: _____x_____x_____ Cube_____FT

(iv) Number of items per container: _____ Each

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- (v) Gross Weight of container and contents _____ LBS
- (vi) Palletized/skidded -1- Yes -2- No**
- (vii) Number of containersperpallet/skid _____
- (viii) Weight of empty pallet bottom/skid and sides _____ LBS
- (ix) Size of pallet/skid and contents _____ LBCube _____
- (x) Number of containers or pallets/skids per railcar _____*
- Size of railcar _____
- Type of railcar _____
- (xi) Number of containers or pallets/skids per trailer _____*
- Size of trailer _____FT
- Type of trailer _____

*Number of complete units (Contract line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but beforecontract award:

- (i) Rate used in evaluation _____
- (ii) Tender/Tariff _____
- (iii) Item _____

(b) The guaranteed shipping characteristics requested in subparagraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

(End of clause)

NOTE: In addition to the information required in paragraph (a)(1)(ix) above, the contractor will also provide the following:

- (1) size of loaded pallet/skid and contents: _____ (length) x _____ (width) x _____ (height).
- (2) gross (unitized weight of pallet/skid and contents: _____ lbs _____ cubic feet.

** Paragraph (a)(1)(vi) has been completed for you by this command. This has been done to alleviateany ambiguity that might occur between the requirements of Section D, and/or the technical data package, and this clause.

REQUIRED FILL INS DETERMINED WITH EACH DELIVERY ORDER

(FF6012)

F-29 52.247-62 SPECIFIC QUANTITIES UNKNOWN

APR/1984

(a) For the purpose of evaluating "f.o.b. destination" offers, the Government estimates that the quantity specified will be shipped to the destinations indicated:

Estimated quantity

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Destination

-2-

(b) If the quantity shipped to each destination varies from the quantity estimated, and if the variation results in a change in the transportation costs, appropriate adjustment shall be made.

REQUIRED FILL INS DETERMINED WITH EACH ORDER

(End of clause)

(FF6010)

F-30 47.305-15(B) LOADING, BLOCKING AND BRACING OF SHIPMENTS (HAZARDOUS) JUL/1995

FAR

(a) In addition to requirements set forth under General Provision, "Loading, Bracing, and Blocking of Freight Car Shipments," rail shipments will be loaded, blocked and braced in accordance with rules and methods contained in the current editions of Uniform Freight Classification, Association of American Railroads Pamphlet No. 14, Circular 42G and Rules Governing Loading of Commodities on Open Top Cars, Bureau of explosives Tariff No. BOE 6000 publishing Hazardous Materials Regulations of the Department of Transportation, and Bureau of Explosive Pamphlets No. 6, 6A as applicable. Uniform Freight Classification may be procured from the regulatory classification agent covering territory from which shipment will be made. AAR Pamphlet, Circular and Rules may be procured from the Bureau of Explosives, 59 E. Van Buren St., Chicago, IL 60605. Bureau of Explosives Tariff No. BOE 6000 and Bureau of Explosives Pamphlets may be procured from the Bureau of Explosives, Association of American Railroads, 1920 L Street, Washington, D.C. 20036. U.S. Army DARCOM, Navy or Air Force approved drawing # -1- is specifically applicable to rail loading, blocking and bracing of this item and may be secured from the Contracting Officer or the Defense Contract Management Command (DCMC).

(b) Truck shipments will be loaded, blocked and braced in accordance with rules and methods contained in the current editions of National Motor Freight Classification and American Trucking Association, Inc., Motor Carrier's Explosives and Dangerous Articles Tariff, as applicable and effective at the time of shipment. These publications may be procured from the American Trucking Association, Inc., Tariff Order Section, 1616 P St., N.W., Washington, D.C. 20036. U.S. Army DARCOM, Navy or Air Force approved drawing # -2- is specifically applicable to motor loading, blocking and bracing of this item and may be secured from the Contracting Officer or DCMC.

(c) TOFC "Piggyback" shipments will be loaded, blocked and braced in accordance with Bureau of Explosives Pamphlet No. 6C or AAR Circular No. 43, copies may be obtained from addresses given in para (a) above. U.S. Army DARCOM, Navy or Air Force approved Drawing # -3- is specifically applicable to blocking and bracing for TOFC shipments and may be obtained from the Contracting Officer or DCMC.

(d) Container shipments will be loaded, blocked and braced in accordance with USADACS drawing # -4- which is specifically applicable to blocking of container shipments and may be secured from the contracting officer or DCMAO.

(e) Except as the carrier(s) may be liable, the contractor shall be liable to the Government for any loss or damage resulting from improper loading and/or furnishing and installing dunnage material by the Contractor for shipments to be made under this contract.

(End of clause)

REQUIRED FILL INS SUPPLIED WITH EACH ORDER

(FF6022)

F-31 52.211-16 VARIATION IN QUANTITY APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

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(b) The permissible variation shall be limited to:

Zero percent (0%) increase

Zero percent (0%) decrease.

This increase or decrease shall apply to the total contract quantity.

(FF7020)

F-32 52.247-33 F.O.B. ORIGIN, WITH DIFFERENTIALS JUN/1988

(a) The term "f.o.b. origin, with differentials", as used in this clause, means -

(1) Free of expense to the Government delivered -

(i) On board the indicated type of conveyance of the carrier (or of the Government, if specified) at a designated point in the city, county, and State from which shipments will be made and from which line-haul transportation service (as distinguished from switching, local drayage, or other terminal service) will begin;

(ii) To, and placed on, the carrier's wharf (at shipside, within reach of the ship's loading tackle, when the shipping point is within a port area having water transportation service) or the carrier's freight station;

(iii) To a U.S. Postal Service facility; or

(iv) If stated in the solicitation, to any Government-designated point located within the same city or commercial zone as the f.o.b. origin point specified in the contract (commercial zones are prescribed by the Interstate Commerce Commission at 49 CFR 1048); and

(2) Differentials for mode of transportation, type of vehicle, or place of delivery as indicated in Contractor's offer may be added to the contract price.

(b) The Contractor shall -

(1) (i) Pack and mark the shipment to comply with contract specification; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;

(2) (i) Order specified carrier equipment when requested by the Government; or

(ii) If not specified, order appropriate carrier equipment not in excess of capacity to accommodate shipment;

(3) Deliver the shipment in good order and condition to the carrier, and load, stow, trim, block, and/or brace carload or truckload shipment (when loaded by the Contractor) on or in the carrier's conveyance as required by carrier rules and regulations;

(4) Be responsible for any loss of and/or damage to the goods -

(i) Occurring before delivery to the carrier;

(ii) Resulting from improper packing and marking; or

(iii) Resulting from improper loading, stowing, trimming, blocking, and/or bracing of the shipment, if loaded by the Contractor on or in the carrier's conveyance;

(5) Complete the Government bill of lading supplied by the ordering agency or, when a Government bill of lading is not supplied, prepare a commercial bill of lading or other transportation receipt. The bill of lading shall show -

(i) A description of the shipment in terms of the governing freight classification or tariff (or Government rate tender) under which lowest freight rates are applicable;

(ii) The seals affixed to the conveyance with their serial numbers or other identification;

(iii) Lengths and capacities of cars or trucks ordered and furnished;

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(iv) Other pertinent information required to effect prompt delivery to the consignee, including name, delivery address, postal address, and ZIP code of consignee, routing, etc.;

(v) Special instructions or annotations requested by the ordering agency for commercial bills of lading; e.g., (A) "to be converted to a Government bill of lading," or (B) "this shipment is the property of, and the freight charges paid to the carrier(s) will be reimbursed by, the Government"; and

(vi) The signature of the carrier's agent and the date the shipment is received by carrier; and

(6) Distribute the copies of the bill of lading, or other transportation receipts, as directed by the ordering agency.

(c) (1) It may be advantageous to the offeror to submit f.o.b. origin prices that include only the lowest cost to the Contractor for loading of shipment at the Contractor's plant or most favorable shipping point. The cost beyond that plant or point of bringing the supplies to the place of delivery and the cost of loading, blocking, and bracing on the type vehicle specified by the Government at the time of shipment may exceed the offeror's lowest cost when the offeror ships for the offeror's account. Accordingly, the offeror may indicate differentials that may be added to the offered price. These differentials shall be expressed as a rate in cents for each 100 pounds (CWT) of the supplies for one or more of the options under this clause that the Government may specify at the time of shipment.

(2) These differential(s) will be considered in the evaluation of offers to determine the lowest overall cost to the Government. If, at the time of shipment, the Government specifies (normally on a Government bill of lading) a mode of transportation, type of vehicle, or place of delivery for which the offeror has set forth a differential, the Contractor shall include the total of such differential costs (the applicable differential multiplied by the actual weight on the Government bill of lading) as a separate reimbursable item on the Contractor's invoice for the supplies.

(3) The Government shall have the option of performing or arranging at its own expense any transportation from Contractor's shipping plant or point to carrier's facility at the time of shipment and, whenever this option is exercised, the Government shall make no reimbursement based on a quoted differential.

(4) Offeror's differentials in cents for each 100 pounds for optional mode of transportation, types of vehicle, transportation within a mode, or place of delivery, specified by the Government at the time of shipment and not included in the f.o.b. origin price indicated in the Schedule by the offeror, are as follows:

_____(carload, truckload, less-load,
_____(wharf, flatcar, driveaway, etc.)

(End of clause)

(FF7005)

NOTE: In accordance with paragraph c(2) above, failure to indicate a differential for a particular mode, type of vehicle, etc., will preclude the bidder or offeror from collecting reimbursement for any particular mode of transportation or type of vehicle specified by the Government during the performance of this contract.

F-33 52.247-38 F.O.B. INLAND CARRIER, POINT OF EXPORTATION APR/1984

(a) The term "f.o.b. inland carrier, point of exportation," as used in this clause, means free of expense to the Government, on board the conveyance of the inland carrier, delivered to the specified point of exportation.

(b) The Contractor shall--

(1)(i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absense of specifications, prepare the shipment for ocean transportation in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;

(2) Prepare and distribute commercial bills of lading;

(3)(i) Deliver the shipment in good order and condition in or on the conveyance of the carrier on the date or within the period specified; and

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE20-00-G-0001 MOD/AMD</p>	<p style="text-align: center;">Page 44 of 79</p>
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(ii) Pay and bear all applicable charges, including transportation costs, to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before delivery of the shipment to the point of delivery in the contract; and

(5) At the Government's request and expense, assist in obtaining the documents required for (i) exportation or (ii) importation at destination.

(End of clause)

(FF7050)

F-34 52.247-57 TRANSPORTATION TRANSIT PRIVILEGE CREDITS APR/1984

(a) If the offeror has established with regulated common carriers transit privileges that can be applied to the supplies when shipped from the original source, the offeror is invited to propose to use these credits for shipping the supplies to the designated Government destinations. The offeror will ship these supplies under commercial bills of lading, paying all remaining transportation charges connected with the shipment, subject to reimbursement by the Government in an amount equal to the remaining charges but not exceeding the amount quoted by the offeror.

(b) After loading on the carrier's equipment and acceptance by the carrier, these shipments under paid commercial bills of lading will move for the account of and at the risk of the Government (unless, pursuant to the Changes clause, the office administering the contract directs use of Government bills of lading).

(c) The amount quoted below by the offeror represents the transportation costs in cents per 100 pounds (freight rate) for full carload/truckload shipments of the supplies from offeror's original source, via offeror's transit plant or point, to the Government destination(s) including the carrier's transit privilege charge, less the applicable transit credit (i.e., the amount (rate) initially paid to the carrier for shipment from original source to offeror's transit plant or point).

(d) The rate per CWT quoted will be used by the Government to evaluate the offered f.o.b. origin price unless a lower rate is applicable on the date of bid opening (or closing date specified for receipt of offers). 'To have the offer evaluated on this basis, the offeror must insert below the remaining transportation charges that the offeror agrees to pay, including any transit charges, subject to reimbursement by the Government, as explained in this clause, to destinations listed in the Schedule as follows:

RATE PER CWT IN CENTS _____
TO DESTINATION _____

(End of Clause)

(FF7006)

F-35 47.305-15(B) LOADING, BLOCKING AND BRACING OF SHIPMENTS (NON-HAZARDOUS) - JUL/1995
FAR ALTERNATE I

(a) In addition to the requirements set forth under General Provision, 'Loading, Blocking and Bracing of Freight Car Shipments,' rail shipments will be loaded, blocked and braced in accordance with rules and methods contained in the current editions of Uniform Freight Classification, Association of American Railroads Pamphlet No. 14, Circular 42G and Rules Governing Loading of Commodities on Open Top Cars, as applicable. The Uniform Freight Classification may be procured from the regulatory classification agent covering territory from which shipment will be made or the Association of American Railroads, 1920 L Street, Washington, D.C. 20036. General information applicable to rail loading, blocking and bracing of the item may be secured from the Contracting Officer or the Defense Contract Management Command (DCMC).

(b) Truck shipments will be loaded, blocked and braced in accordance with rules and methods contained in the current editions of National Motor Freight Classification and American Trucking Association, Inc., as applicable and effective at the time of shipment. These publications may be procured from the American Trucking Association, Inc., Tariff Order Section, 1616 P St., Washington, D.C. 20036. General information applicable to motor loading, blocking and bracing of this item may be secured from the Contracting Officer or the DCMC.

(c) TOFC 'Piggyback' shipments will be loaded, blocked and braced in accordance with AAR Circular No. 43; copies may be

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obtained from addresses given in para (a) above. General information applicable to blocking and bracing for TOFC shipments may be obtained from the Contracting Officer or the DCMC.

(d) Except as the carrier(s) may be liable, the contractor shall be liable to the Government for any loss or damage resulting from improper loading and/or furnishing and installing dunnage material by the contractor for shipments to be made under this contract.

(End of Clause)

(FF7052)

F-36	52.247-4532	AWARD OF LESSER QUANTITY	MAR/1988
	TACOM-RI		

In the event an award is made for a quantity less than the total quantity, the monthly delivery schedule will be adjusted proportionately, so that it will be in the same ratio as the reduced quantity bears to the total quantity procured.

(End of Clause)

(FS7400)

F-37	52.247-4533	ACCELERATED DELIVERIES, CONTRACTOR INITIATED	MAR/1988
	TACOM-RI		

Contractor shall not make deliveries earlier than the dates specified in the delivery schedule without the specific written authorization of the Contracting Officer.

(End of Clause)

(FS7405)

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SECTION G - CONTRACT ADMINISTRATION DATA

	Regulatory Cite	Title	Date
G-1	52.232-4501 TACOM-RI	CONTRACT PAYMENT INSTRUCTIONS - ALTERNATE I	AUG/1997

The paying office shall ensure that all invoices/vouchers received are paid in the following order until each ACRN is fully disbursed:

-1-

(End of clause)

REQUIRED FILL INS SUPPLIED WITH EACH ORDER

(GS6001)

G-2	52.232-4500 TACOM-RI	CONTRACT PAYMENT INSTRUCTIONS	AUG/1997
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The paying office shall ensure that the invoice/voucher is disbursed from each ACRN as indicated on the invoice/voucher.

(End of clause)

(GS7016)

G-3	52.242-4505 TACOM-RI	CAO SHIPPING INSTRUCTIONS FOR OVERSEAS MOVEMENTS	MAR/1988
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The Contract Administration Office shall:

a. Assure that Contractor is not authorized to release any shipment without clearance by ACALA Quality Assurance Directorate and either CAO Traffic Office or ACALA Transportation and Traffic Management Directorate. Additionally, for U.S. Army foreign military sales (FMS) shipments of ammunition from a contractor-owned contractor-operated (COCO) facility, the CAO will contact the Surveillance Operations Division, ACALA Product Assurance Directorate (AMSMC-QAS-C)) at DSN 793-7558 or COMMERCIAL 309/782-7558 to obtain functional clearance for each lot/shipment which is direct shipped to an FMS customer. The following information is required for functional clearance of ammunition for FMS:

- (1) Country and case designator;
- (2) Nomenclature, NSN, and DODIC;
- (3) Material release order (MRO) number;
- (4) Lot/serial number and quantity to be shipped;
- (5) Date of manufacture and date of U.S. Government acceptance;
- (6) Functional deviations or waivers from local records;
- (7) Restrictions or suspensions.

b. At least 10 days prior to availability of FMS Ammo shipments, contact HQ, ACALA Rock Island, IL 61299-6000, ATTN: AMSMC-TMD, Phone: DSN 793-4910 or 4707, furnishing date of QA clearance and by whom, Document Number/TCN/PIECES/WEIGHT/and CUBE of shipment and request shipping instructions.

c. Provide Contractor with appropriate instructions for shipment address markings.

d. Provide Contractor with Bill of Lading, and/or Freight Routing Instructions.

e. For all FMS Ammo Shipments:

(1) Provide a copy of each DD Form 1348-5, Notice of Availability, including supporting DD Forms 1348-1A (if applicable) to HQ, ACALA, Rock Island, IL 61299-6000, ATTN: AMSMC-TMD and AMSMC-QAS-C to maintain total visibility of hazardous and/or sensitive materials to and through the regulated Port of Embarkation.

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(2) Furnish a copy of each DD Form 250, to HQ, ACALA, Rock Island, IL 61299-6000, ATTN: AMSMC-TMD and AMSMC-QAS-C, additionally annotated with PCS/WT/CUBE, name of carrier and actual date shipped, to confirm movements for tracking and ongoing visability purpose.

(End of Clause)

(GS7010)

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SECTION H - SPECIAL CONTRACT REQUIREMENTS
 This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.
 (HA7001)

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1 52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997
(a) "'Hazardous material,'" as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).		
(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.		
Material (If none, insert NONE)		
Identification No.		
(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.		
(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.		
(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the contracting Officer and resubmit the data.		
(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.		
(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.		
(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:		
(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --		
(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;		
(ii) Obtain medical treatment for those affected by the material; and		

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(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

NOTE: The Contractor shall prepare and submit a Material Safety Data Sheet (MSDS) in accordance with this clause to each of the following addresses:

U.S. Army Tank-automotive and Armaments Command, Rock Island
ATTN: AMSTA-LC-RS
Rock Island, IL 61299-7630

Commander
U.S. Army Industrial Operations Command (IOC)
ATTN: AMSIO-TMO
Rock Island, IL 61299-6000

U.S. Army Tank-automotive and Armaments Command, Rock Island
ATTN: -1-
Rock Island, IL 61299-7630

U.S. Army Tank-automotive and Armaments Command, Rock Island
ATTN: AMSTA-AR-ESK
Rock Island, IL 61299-7630

REQUIRED FILL INS SUPPLIED WITH EACH ORDER

(End of Clause)

(HF6013)

H-2	52.225-4503	RESTRICTION OF CRITICAL ITEMS AND COMPONENTS CLAUSE	AUG/1988
	TACOM-RI		

1. This purchase is for a national defense item and as such it is necessary to create and/or maintain a domestic capability for production of items and components designated critical by limiting production and procurement to the U.S./Canadian industrial base.

2. Items listed in this paragraph, to include all components contained therein, down to but not including raw materials (unless a more stringent restriction applies as set forth elsewhere in this contract), must be manufactured, assembled, and tested in the U.S. or Canada. Raw material is defined as copper, steel, aluminum, and nickel in the mill forms and shapes normally produced for commercial use.

- 1-
- 2-
- 3-

3. Components listed in this paragraph must be manufactured, assembled, and tested in the U.S. or Canada.

- 4-
- 5-
- 6-

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In all cases, final assembly and testing of the items listed in the Schedule in Section B of this contract must be performed in the U.S. or Canada.

4. The failure of the Contractor or subcontractor(s) to comply with the terms of this clause shall be a material breach of the contract.

5. The Contractor will insert the substance of this clause, including this paragraph 5, in every subcontract for items or components identified above to ensure flowdown to, but not including, raw materials.

REQUIRED FILL INS DETERMINED WITH EACH DELIVERY ORDER

(End of Clause)

(HS6304)

H-3	52.225-4503	RESTRICTION OF CRITICAL ITEMS AND COMPONENTS - ALTERNATE I	MAR/1990
	TACOM-RI		

(1) The items and components listed in paragraphs (2) and (3) are critical to the support of national defense items. As such, it is necessary to create and/or maintain a domestic capability for the production of these items and components by limiting production and procurement to the United States/Canadian industrial base.

(2) Items listed in this paragraph, to include all components contained therein, down to but not including raw materials (unless a more stringent restriction applies as set forth elsewhere in this contract), must be manufactured, assembled, and tested in the United States or Canada. Raw material is defined as copper, steel, aluminum, and nickel in the mill forms and shapes normally produced for commercial use.

-1-

-2-

-3-

(3) Components listed in this paragraph must be manufactured, assembled, and tested in the United States or Canada.

-4-

-5-

-6-

In all cases, final assembly and testing of the items listed in the Schedule in Section B of this contract must be performed in the U.S. or Canada.

(4) The failure of the contractor or subcontractor(s) to comply with the terms of this clause shall be a material breach of the contract.

(5) The contractor will insert the substance of this clause, including this paragraph (5), in every subcontract for items or components identified above to ensure flowdown to, but not including, raw materials.

REQUIRED FILL INS DETERMINED WITH EACH DELIVERY ORDER

(End of clause)

(HS6305)

H-4	52.232-4506	PROGRESS PAYMENT LIMITATION	MAR/1988
	TACOM-RI		

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Prior to first article approval, only costs incurred for the first article are allowable for progress payments; however, such payments shall not exceed -1- percent (-2- %) of the initial award value of the contract.

(End of Clause)

REQUIRED FILL INS SUPPLIED WITH EACH ORDER

(HS6002)

H-5	52.242-4500	INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PRODUCTION PROGRESS	MAR/1988
	TACOM-RI	REPORTS	

a. Production Progress Report (DD Form 375) and Production Progress Report Continuation (DD Form 375c) shall be prepared in accordance with instructions thereon. These forms shall be submitted as required for each separate contract item identified by noun description not by line item number). The remarks section will provide process oriented information where relevant to the delay.

b. The form(s) shall be submitted on a monthly basis within two workdays after each reporting period, beginning with the end of the first full month following contract date. In addition, the contractor shall promptly submit a DD Form 375 reporting any delay in the scheduled delivery or completion as soon as known or anticipated. The forms shall be distributed as follows:

<u>ACTIVITY</u>	<u>ADDRESS</u>	<u>NO. OF COPIES</u>
Purchasing Office (PCO)	See Award document.	1
Administration Office (ACO)	See Award Document.	1

c. Send additional copies to: -1-.

(End of clause)

REQUIRED FILL INS SUPPLIED WITH EACH ORDER

(HS6500)

H-6	52.246-4500	DELETED 15 MAY 00, REPLACED BY HS6510 -- MATERIAL INSPECTION AND	MAR/1988
	TACOM-RI	RECEIVING REPORTS (DD FORM 250)	

Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

1. Purchasing Office

U.S. Tank-automotive and Armaments Command, Rock Island
ATTN: -1-
Rock Island, IL 61299-7630

2. FMS/MAP copies:

-2-

(End of clause)

REQUIRED FILL INS SUPPLIED WITH EACH ORDER

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(HS6502)

H-7 252.217-7026 IDENTIFICATION OF SOURCES OF SUPPLY NOV/1995
 DFARS

(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer of sources of supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE

Line Items	National Stock Number	Commercial Item (Y or N)	Source of Supply			Actual Mfg
			Company	Address	Part No.	
(1)	(2)	(3)	(4)	(4)	(5)	(6)
_____	_____	_____	_____	_____	_____	_____

- (1) List each deliverable item of supply and item of technical data.
- (2) If there is no national stock number, list 'none.'
- (3) Use 'Y' if the item is a commercial item; otherwise, use 'N'. If 'Y' is listed, the Offeror need not complete the remaining columns in the table.
- (4) For items of supply, list all sources. For technical data, list the source.
- (5) For items of supply, list each source's part number for the item.
- (6) Use 'Y' if the source of supply is the actual manufacturer; 'N' if it is not; and 'U' if unknown.

(End of clause)

NOTE:

- a. An original and one copy of the information required above, shall be provided to the Contracting Officer at the address set forth in Section G, or block 7 of the SF33 (or in block 6 of the DD Form 1155).
- b. In the event that additional sources of supply are identified and utilized after the submittal required by paragraph (b) above, the Contractor will provide the required information for each additional source of supply not later than the date of final delivery of the applicable Contract Line Item.

(End of Clause)

(HA7705)

H-8 252.247-7023 DELETED 21 MAR 00 AND REPLACED BY HA0760, TRANSPORTATION OF SUPPLIES NOV/1995
 DFARS BY SEA
DELETED 21 MAR 00 AND REPLACED BY HA0760

H-9 252.247-7024 DELETED 21 MAR 00 AND REPLACED BY HA0761, NOTIFICATION OF NOV/1995
 DFARS TRANSPORTATION OF SUPPLIES BY SEA
DELETED 21 MAR 00 AND REPLACED BY HA0761

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H-10 52.210-4503 BILL OF MATERIALS JAN/1994
TACOM-RI

The Contractor shall furnish a detailed Bill of Materials by submitting an original of DD Forms 346 and 347 Tank-Automotive and Armament Command, Rock Island, IL 61299-7630, ATTN: AMSTA-LC-CTC-D no later than 30 days after initial production. The detailed Bill of Materials shall list all materials required for each individual part of the end item actually fabricated by the prime Contractor or his subcontractors, as well as material requirements for packing and packaging.

All blocks on DD Forms 346 and 347 should be completed for each material purchased from foreign (OCONUS) and domestic sources. If material is purchased from foreign (OCONUS) sources, the name of the foreign country involved must also be furnished.

Unless otherwise specified, the Contractor will not be required to submit a Bill of Materials on special nonstandard production items such as test samples, production improvement rounds, or special items not authorized for regular or field use. The Bill of Materials shall be prepared in accordance with MIL-STD-295.

The Contractor who has previously furnished an acceptable detailed Bill of Materials need only update that Bill at the start of a follow-on production run or furnish a statement verifying there are no changes to the Bill of Materials previously furnished. A revised Bill of Materials is required for any changes in material during the duration of the contract.

(End of Clause)

(HS7002)

H-11 52.233-4501 ALTERNATIVE DISPUTES REVIEW PROCESS MAY/1994
TACOM-RI

(a) In order to assist in the timely resolution of disputes or claims arising out of this project, this contract clause establishes an alternative disputes review process, to be brought into play by mutual agreement of the parties. When deemed mutually beneficial, a disputes review board will consider disputes referred to it and will provide non-binding recommendations to assist in the resolution of the differences between the Government and System Contractor (SC). Specific procedures to be followed for disputes by the Disputes Review Board will be decided upon by the Government and SC. Nothing herein shall limit the right of the parties to agree to any or all other alternate disputes review processes. However, the procedures below are general guides for establishing such procedures.

(b) Should a dispute arise between the Government and SC, either party may propose utilization of these procedures; and, upon agreement of both parties, the matter(s) in issue will be referred to the disputes review board. If such submittal to the board is not agreed to by the parties, the matter will be pursued under the normal claims and appeal procedures in accordance with FAR 52.233-1, Disputes - Alternate I, of the contract.

(c) The Disputes Review Board shall consist of one member selected by the Government and one member selected by the SC. The first two members shall be mutually acceptable to both the Government and the SC. The parties shall exchange lists of three individuals acceptable as a board member. The Government and the SC shall each select one individual from the other's list. If no individual on the first list is acceptable to the other party, a second list with three individuals will be proposed. If no one on the second list is acceptable to the other party, the selection process shall not continue and the mutual decision to submit the dispute to a Disputes Review Board shall be considered terminated.

(d) The two members acceptable to the Government and the SC will independently select the third member from a list of 10 names developed by the Government of individuals respected in the field of engineering and construction for their ability and integrity, one of whom should be acceptable. If the two members are unable to select the third member from this list, the decision to submit the dispute to a disputes review board shall be considered terminated. Except for fee-based consulting services on other projects, no board member shall have been employed by either party within a period of two years prior to award of the contract.

(e) The Government and the SC shall each be afforded an opportunity to be heard by the disputes review board and to offer evidence. The procedures for conducting such hearing shall be as mutually agreed to by Government and SC. The disputes review board recommendations toward resolution of a dispute will be given in writing to both the Government and the SC within 30 calendar days following conclusion of the proceedings before the disputes review board. Such recommendations are advisory and non-binding upon both the Government and the SC.

(f) Within 30 calendar days of receiving the disputes review board's recommendations, both the Government and the SC shall respond to the other in writing, signifying that the dispute is either resolved or remains unresolved. If the Government and the SC are able to resolve their dispute, the Government will expeditiously process any required contract modifications. Should the

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dispute remain unresolved after 30 calendar days following receipt of the Board's recommendations, the procedure will terminate and the SC will be entitled to pursue his claim under the disputes process.

(g) If at any time during the existence of the contract, the parties mutually agree that a disputes review board should be established for work performed under this contract, the Government and the SC shall commence the selection procedures, as above, and negotiate an agreement with their member within 30 calendar days. The selection of the disputes review board alternative disputes review procedure for resolution of contract disputes shall be void if the two members are unable to select a third member within 30 calendar days. This board shall serve during the existence of the contract, to attempt resolution of other disputes which may be mutually referred to the board.

(h) In appropriate cases, the SC and the Government may agree that a dispute should be submitted to the disputes review board, but that the dispute only warrants the mediation efforts of one board member. In such cases, the third board member will mediate the dispute without participation of the other two members.

(i) The disputes review board will formulate its own rules of operation, and may request of the Government that they visit the site to familiarize themselves with the controversy.

(j) Should the need arise to appoint a replacement board member, the replacement member shall be appointed in the same manner as the original board members were appointed. The selection of a replacement board member shall begin promptly upon notification of the necessity for a replacement and shall be completed within 30 calendar days.

(k) Compensation for the disputes review board members, and the expenses of operation of the board, shall be shared by the Government and contractor in accordance with the following:

(1) The Government will compensate directly the wages and travel expense for its selected member.

(2) The SC shall compensate directly the wages and travel expense for its member.

(3) The Government and SC will share equally in the third member's wages and travel, and all other expenses of the board.

(4) The Government, at its expense, will provide administrative services, such as conference facilities and secretarial services, to the board.

(l) The establishment of the alternate disputes resolution procedure under this contract may be terminated at any time by written notice on the other party. Board members may withdraw from the board by providing notice. Board members may be terminated for cause only by their original appointer. Therefore, the Government may only terminate the Government's appointed member, the SC may only terminate the SC's appointed member, and the first two members must mutually agree to terminate the third member.

(m) The principal objective of the disputes review board is to assist in the resolution of disputes which would otherwise likely be resolved through the traditional litigation processes. It is intended that if mutually agreed to by the parties to constitute a disputes review board for the purpose of attempting to resolve contract disputes, that the mere existence of the board will encourage the Government and the SC to resolve potential disputes without the necessity of resorting to the formal appeal procedure under the Disputes clause of the contract.

(n) Primarily, the board will consider claims and disputes involving interpretation of the plans and/or specifications delays, acceleration of the work, scheduling, classification of extra work, changed conditions, design changes, and the like.

(o) If the board's recommendations do not resolve the dispute, all board findings and written recommendations, including any minority reports, will be inadmissible in any subsequent litigation or hearing before the boards or courts contemplated by the Disputes clause procedures, involving the dispute at issue.

(End of Clause)

(HS7000)

H-12	52.239-4500	YEAR 2000 (Y2K) COMPLIANCE	NOV/1998
	TACOM-RI		

a. In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be referred to as information technology), such deliverables shall be required to perform accurate date/time processing involving dates subsequent to December 31, 1999. The information technology shall by Year 2000 compliant upon delivery.

b. Definition. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, and the

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years 1999 and 2000 and leap year calculations. Furthermore, year 2000 compliant information technology, when used in combination with other information technology properly exchanges date/time data with it.

(End of clause)

(HS7506)

H-13	52.247-4545	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	MAY/1993
	TACOM-RI		

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? ____ YES ____ NO

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

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SECTION I - CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.203-3	GRATUITIES	APR/1984
I-2	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-3	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-4	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-5	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-6	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-7	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-8	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-9	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-10	52.215-2	AUDIT AND RECORDS - NEGOTIATION	AUG/1996
I-11	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-12	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS	OCT/1997
I-13	52.215-14	INTEGRITY OF UNIT PRICES - ALTERNATE I	OCT/1997
I-14	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	DEC/1998
I-15	52.215-16	FACILITIES CAPITOL COST OF MONEY	OCT/1997
I-16	52.215-17	WAIVER OF FACILITIES CAPITOL COST OF MONEY	OCT/1997
I-17	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS	OCT/1997
I-18	52.216-7	ALLOWABLE COST AND PAYMENT	MAR/2000
I-19	52.216-8	FIXED FEE	FEB/1997
I-20	52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	JUL/1996
I-21	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/1999
I-22	52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM - DISADVANTAGED STATUS AND REPORTING	OCT/1999
I-23	52.222-3	CONVICT LABOR	AUG/1996
I-24	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-25	52.222-26	EQUAL OPPORTUNITY	FEB/1999
I-26	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR/1998
I-27	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-28	52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN/1999
I-29	52.223-2	DELETED 14 FEB 00 WITHOUT REPLACEMENT, (CLEAN AIR AND WATER)	APR/1984
I-30	52.223-6	DRUG-FREE WORKPLACE	JAN/1997
I-31	52.225-11	DELETED 15 FEB 00 AND REPLACED BY IF0497, RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	AUG/1998
I-32	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-33	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-34	52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	MAR/1996
I-35	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-36	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)	JAN/1991
I-37	52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-38	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-39	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-40	52.232-1	PAYMENTS	APR/1984
I-41	52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS - ALTERNATE I	MAR/2000
I-42	52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS - ALTERNATE II	JAN/1986

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I-43	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
I-44	52.232-11	EXTRAS	APR/1984
I-45	52.232-16	PROGRESS PAYMENTS	MAR/2000
I-46	52.232-16	PROGRESS PAYMENTS - ALTERNATE I	MAR/2000
I-47	52.232-17	INTEREST	JUN/1996
I-48	52.232-18	AVAILABILITY OF FUNDS	APR/1984
I-49	52.232-20	LIMITATION OF COST	APR/1984
I-50	52.232-22	LIMITATION OF FUNDS	APR/1984
I-51	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	APR/1984
I-52	52.232-25	PROMPT PAYMENT	JUN/1997
I-53	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-54	52.232-37	MULTIPLE PAYMENT ARRANGEMENTS	MAY/1999
I-55	52.233-1	DISPUTES	JAN/1999
I-56	52.233-1	DISPUTES - ALTERNATE I	DEC/1998
I-57	52.233-3	PROTEST AFTER AWARD - ALTERNATE I	AUG/1989
I-58	52.233-3	PROTEST AFTER AWARD	OCT/1995
I-59	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-60	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-61	52.242-10	F.O.B. ORIGIN - GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
I-62	52.242-13	BANKRUPTCY	JUL/1995
I-63	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-64	52.243-2	CHANGES - COST REIMBURSEMENT	AUG/1987
I-65	52.243-2	CHANGES - COST-REIMBURSEMENT - ALTERNATE I	APR/1984
I-66	52.243-6	CHANGE ORDER ACCOUNTING	APR/1984
I-67	52.245-4	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)	APR/1984
I-68	52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIALS, OR LABOR- HOUR CONTRACTS) (DEVIATION)	JAN/1986
I-69	52.245-18	SPECIAL TEST EQUIPMENT	FEB/1993
I-70	52.245-19	GOVERNMENT PROPERTY FURNISHED ["]AS IS["]	APR/1984
I-71	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-72	52.246-24	LIMITATION OF LIABILITY - HIGH-VALUE ITEMS	FEB/1997
I-73	52.246-24	LIMITATION OF LIABILITY - HIGH-VALUE ITEMS - ALTERNATE I	APR/1984
I-74	52.246-25	LIMITATION OF LIABILITY - SERVICES	FEB/1997
I-75	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997
I-76	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)(SHORT FORM)	APR/1984
I-77	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-78	52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP/1996
I-79	52.249-6	TERMINATION (COST-REIMBURSEMENT) - ALTERNATE V	SEP/1996
I-80	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-81	52.249-14	EXCUSABLE DELAYS	APR/1984
I-82	52.251-1	GOVERNMENT SUPPLY SOURCES	APR/1984
I-83	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-84	252.201-7000 DFARS	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-85	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-86	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/2000
I-87	252.204-7005 DFARS	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	AUG/1999
I-88	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-89	252.209-7000 DFARS	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-90	252.215-7000 DFARS	PRICING ADJUSTMENTS	DEC/1991
I-91	252.215-7002 DFARS	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-92	252.219-7003 DFARS	SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996

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I-93	252.223-7004 DFARS	DRUG-FREE WORK FORCE	SEP/1988
I-94	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
I-95	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
I-96	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	MAR/1998
I-97	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	MAY/1999
I-98	252.225-7031 DFARS	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-99	252.227-7014 DFARS	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	JUN/1995
I-100	252.227-7016 DFARS	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-101	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-102	252.232-7004 DFARS	DOD PROGRESS PAYMENT RATES	FEB/1996
I-103	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-104	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-105	252.243-7002 DFARS	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-106	252.245-7001 DFARS	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-107	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
I-108	252.249-7002 DFARS	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	DEC/1996
I-109	52.209-1	QUALIFICATION REQUIREMENTS	FEB/1995

(a) Definition: "Qualification Requirement," as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

(Name): -1-
(Address): -2-

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name: _____
Manufacturer's Name: _____
Source's Name: _____
Item Name: _____
Service Identification: _____
Test Number: _____ (to the extent known)

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract,

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the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

(e) If an offeror, manufacturer, source, product, or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

(End of Clause)

REQUIRED FILL INS SUPPLIED WITH EACH ORDER

(IF6011)

I-110	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS, ALTERNATE I	OCT/1997
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(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items.

(A) If (1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item, and (2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include:

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

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(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments prepared in the following format: -1-

(2) As soon as practical after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2

(End of Clause)

REQUIRED FILL INS SUPPLIED WITH EACH ORDER

(IF6059)

I-111	52.216-18	ORDERING	OCT/1995
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(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from -1- through -2- .

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

End of Clause

REQUIRED FILL INS SUPPLIED WITH EACH ORDER

(IF6155)

I-112 52.216-19 ORDER LIMITATIONS OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than -1-, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of -2-;

(2) Any order for a combination of items in excess of -3-; or

(3) A series of orders from the same ordering office within -4- days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within -5- days after issuance.

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with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

REQUIRED FILL INS SUPPLIED WITH EACH ORDER

(IF6029)

I-113 52.216-20 DEFINITE QUANTITY OCT/1995

(a) This is a definite-quantity, indefinite-delivery contract for the supplies or services specified, and effective for the period stated, in the Schedule.

(b) The Government shall order the quantity of supplies or services specified in the Schedule, and the Contractor shall furnish them when ordered. Delivery or performance shall be at locations designated in orders issued in accordance with the Ordering clause and the Schedule.

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that time shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after -1-.

(End of clause)

REQUIRED FILL INS SUPPLIED WITH EACH ORDER

(IF6030)

I-114 52.216-21 REQUIREMENTS OCT/1995

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the Government's rights

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and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after -1-.

(End of clause)

REQUIRED FILL INS SUPPLIED WITH EACH ORDER

(IF6031)

I-115 52.217-6 EVALUATED OPTION FOR INCREASED QUANTITY MAR/1990

- a. This solicitation includes an evaluated option (See Section M).
- b. The Government reserves the right to increase the quantity of item(s) -1- by a quantity of up to and including but not exceeding -2- percent as an evaluated option at the price(s) quoted below.
- c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s) -1- shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.
- d. The Contracting Officer may exercise the evaluated option at any time preceding -3- by giving written notice to the Contractor.
- e. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.
- f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.
- g. Offered Unit Prices for the Option Quantities are:

	Unit Price
Evaluated Option (F.O.B. Origin)	\$_____ CLIN -4-
	\$_____ CLIN -5-

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of Clause)

REQUIRED FILL INS SUPPLIED WITH EACH ORDER

(IF6080)

I-116 52.217-6 UNEVALUATED OPTION FOR INCREASED QUANTITY MAR/1990

- a. This solicitation includes an unevaluated option (see Section M).
- b. The Government reserves the right to increase the quantity of Item(s) -1- by a quantity of up to and including but not exceeding -2- percent as an unevaluated option at the price(s) quoted below.
- c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s) -1- shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except for F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.

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- d. The Contracting Officer may exercise this unevaluated option at any time preceding -3- by giving written notice to the Contractor.
- e. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as the delivery of like items called for under the contract, unless the parties agree otherwise.
- f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.
- g. Offered Unit Prices for the Option Quantities are:

	Unit Price
Unevaluated Option (F.O.B. Origin)	\$_____ CLIN -4-
	\$_____ -5-

Varying prices may be offered for the option quantities depending on the quantities actually ordered and the dates when ordered. Inasmuch as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of Clause)

REQUIRED FILL INS SUPPLIED WITH EACH ORDER

(IF6081)

I-117 52.222-2 PAYMENT FOR OVERTIME PREMIUMS JUL/1990

- (a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed -1- or the overtime premium is paid for work--
- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--
- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.
- (End of clause)

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REQUIRED FILL INS SUPPLIED WITH EACH ORDER
(IF6048)

I-118 52.232-12 ADVANCE PAYMENTS - ALTERNATE II APR/1984

(a) Requirements for payment. Advance payments will be made under this contract (1) upon submission of properly certified invoices or vouchers by the Contractor, and approval by the administering office, _____ -1- (Insert the name of the office designated under agency procedures), or (2) under a letter of credit. The amount of the invoice or voucher submitted plus all advance payments previously approved shall not exceed \$ _____ -2-. If a letter of credit is used, the Contractor shall withdraw cash only when needed for disbursements acceptable under this contract and report cash disbursements and balances as required by the administering office. The Contractor shall apply terms similar to this clause to any advance payments to subcontractors.

(b) Special bank account. Until (1) the Contractor has liquidated all advance payments made under the contract and related interest charges and (2) the administering office has approved in writing the release of any funds due and payable to the Contractor, all advance payments and other payments under this contract shall be made by check payable to the Contractor marked for deposit only in the Contractor's special bank account with the _____ -3- (Insert the name of the bank). None of the funds in the special bank account shall be mingled with other funds of the Contractor. Withdrawals from the special bank account may be made only by check of the Contractor countersigned by the Contracting Officer or a Government countersigning agent designated in writing by the Contracting Officer.

(c) Use of funds. The Contractor shall withdraw funds from the special bank account only to pay for allowable costs as prescribed by the -4- clause of this contract. Payment for any other types of expenses shall be approved in writing by the administering office.

(d) Repayment to the Government. At any time, the Contractor may repay all or any part of the funds advanced by the Government. Whenever requested in writing to do so by the administering office, the Contractor shall repay to the Government any part of unliquidated advance payments considered by the administering office to exceed the Contractor's current requirements or the amount specified in paragraph (a) above. If the Contractor fails to repay the amount requested by the administering office, all or any part of the unliquidated advance payments may be withdrawn from the special bank account by check signed by only the countersigning agent and applied to reduction of the unliquidated advance payments under this contract.

(e) Maximum payment. When the sum of all unliquidated advance payments, unpaid interest charges, and other payments equal the total estimated cost of \$-5- (not including fixed-fee, if any) for the work under this contract, the Government shall withhold further payments to the Contractor. Upon completion or termination of the contract, the Government shall deduct from the amount due to the Contractor all unliquidated advance payments and interest charges payable. The Contractor shall pay any deficiency to the Government upon demand. For purposes of this paragraph, the estimated cost shall be considered to be the stated estimated cost, less any subsequent reductions of the estimated cost, plus any increases in the estimated costs that do not, in the aggregate, exceed \$-6-. The estimated cost shall include, without limitation, any reimbursable cost (as estimated by the Contracting Officer) incident to a termination for the convenience of the Government. Any payments withheld under this paragraph shall be applied to reduce the unliquidated advance payments. If full liquidation has been made, payments under the contract shall resume.

(f) Interest. (1) The Contractor shall pay interest to the Government on the daily unliquidated advance payments at the daily rate specified in subparagraph (f)(3) below. Interest shall be computed at the end of each calendar month for the actual number of days involved. For the purpose of computing the interest charge, the following shall be observed:

(i) Advance payments shall be considered as increasing the unliquidated balance as of the date of the advance payment check.

(ii) Repayments by Contractor check shall be considered as decreasing the unliquidated balance as of the date on which the check is received by the Government authority designated by the Contracting Officer.

(iii) Liquidations by deductions from payments to the Contractor shall be considered as decreasing the unliquidated balance as of the dates on which the Contractor presents to the Contracting Officer full and accurate data for the preparation of each voucher. Credits resulting from these deductions shall be made upon the approval of the reimbursement vouchers by the Disbursing Officer, based upon the Contracting Officer's certification of the applicable dates.

(2) Interest charges resulting from the monthly computation shall be deducted from any payments on account of the fixed-fee due to the Contractor. If the accrued interest exceeds the payment due, any excess interest shall be carried forward and deducted from subsequent payments of the contract price or fixed-fee. Interest carried forward shall not be compounded. Interest on advance payments shall cease to accrue upon (i) satisfactory completion or (ii) termination of the contract for the convenience of the Government. The Contractor shall charge interest on advance payments to subcontractors in the manner described above and credit the interest to the Government. Interest need not be charged on advance payments to nonprofit educational or research subcontractors for experimental, developmental, or research work.

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(3) If interest is required under the contract, the Contracting Officer shall determine a daily interest rate based on the higher of (i) the published prime rate of the banking institution (depository) in which the special bank account is established or (ii) the rate established by the Secretary of the Treasury under Pub. L. 92-41 (50 U.S.C. App. 1215(b)(2)). The Contracting Officer shall revise the daily interest rate during the contract period in keeping with any changes in the cited interest rates.

(4) If the full amount of interest charged under this paragraph has not been paid by deduction or otherwise upon completion or termination of this contract, the Contractor shall pay the remaining interest to the Government on demand.

(g) Bank Agreement. Before an advance payment is made under this contract, the Contractor shall transmit to the administering officer, in the form prescribed by the administering office, an agreement in triplicate from the bank in which the special bank account is established, clearly setting forth the special character of the account and the responsibilities of the bank under the account. If possible, the Contractor shall select a bank that is a member bank of the Federal Reserve System or is an "insured" bank within the meaning the Federal Deposit Insurance Corporation Act (12 U.S.C. 1811).

(h) Lien on Special Bank Account. The Government shall have a lien upon any balance in the special bank account paramount to all other liens. The Government lien shall secure the repayment of any advance payments made under this contract and any related interest charges.

(i) Lien on property under contract. (1) All advance payments under this contract, together with interest charges, shall be secured, when made, by a lien in favor of the Government, paramount to all other liens, on the supplies or other things covered by this contract and on all material and other property acquired for or allocated to the performance of this contract, except to the extent that the Government by virtue of any other terms of this contract, or otherwise, shall have valid title to the supplies, materials, or other property as against other creditors of the Contractor.

(2) The Contractor shall identify, by marking or segregation, all property that is subject to a lien in favor of the Government by virtue of any terms of this contract in such a way as to indicate that it is subject to a lien and that it has been acquired for or allocated to performing this contract. If, for any reason, the supplies, materials, or other property are not identified by marking or segregation, the Government shall be considered to have a lien to the extent of the Government's interest under this contract on any mass of property with which the supplies, materials, or other property are commingled. The Contractor shall maintain adequate accounting control over the property on its books and records.

(3) If, at any time during the progress of the work on the contract, it becomes necessary to deliver to a third person any items or materials on which the Government has a lien, the Contractor shall notify the third person of the lien and shall obtain from the third person a receipt in duplicate acknowledging the existence of the lien. The Contractor shall provide a copy of each receipt to the Contracting Officer.

(4) If, under the termination clause, the Contracting Officer authorizes the Contractor to sell or retain termination inventory, the approval shall constitute a release of the Government's lien to the extent that -

- (i) The termination inventory is sold or retained; and
- (ii) The sale proceeds or retention credits are applied to reduce any outstanding advance payments.

(j) Insurance. (1) The Contractor shall maintain with responsible insurance carriers (i) Insurance on plant and equipment against fire and other hazards, to the extent that similar properties are usually insured by others operating plants and properties of similar character in the same general locality; (ii) Adequate insurance against liability on account of damage to persons or property; and (iii) Adequate insurance under all applicable worker's compensation laws. (2) Until work under this contract has been completed and all advance payments made under the contract have been liquidated, the contractor shall (i) Maintain this insurance; (ii) Maintain adequate insurance on any materials, parts, assemblies, subassemblies, supplies, equipment, and other property acquired for or allocable to this contract and subject to the Government lien under paragraph (i) of this clause; and (iii) Furnish any evidence with respect to its insurance that the administering office may require.

(k) Default. (1) If any of the following events occurs, the Government may, by written notice to the Contractor, withhold further withdrawals from the special bank account and further payments on this contract:

- (i) Termination of this contract for a fault of the Contractor.
- (ii) A finding by the administering office that the Contractor has failed to -

- (A) Observe any of the conditions of the advance payments terms;
- (B) Comply with any material term of this contract;
- (C) Make progress or maintain a financial condition adequate for performance of this contract;
- (D) Limit inventory allocated to this contract to reasonable requirements; or
- (E) Avoid delinquency in payment of taxes or of the costs of performing this contract in the ordinary course of business.

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- (iii) The appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or the institution of proceedings by or against the Contractor for bankruptcy, reorganization, arrangement, or liquidation.
- (iv) The service of any writ of attachment, levy of execution, or commencement of garnishment proceedings concerning the special bank account.
- (v) The commission of an act of bankruptcy.
- (2) If any of the events described in subparagraph (1) above continue for 30 days after the written notice to the Contractor, the Government may take any of the following additional actions:
- (i) Withdraw by checks payable to the Treasurer of the United States, signed by only the countersigning agency, all or any part of the balance in the special bank account and apply the amounts to reduce the outstanding advance payments and any other claims of the Government against the Contractor.
- (ii) Charge interest, in the manner prescribed in paragraph (f) above, on outstanding advance payments during the period of any event described in subparagraph (1) above.
- (iii) Demand immediate repayment by the Contractor of the unliquidated balance of advance payments.
- (iv) Take possession of and, with or without advertisement, sell at public or private sale all or any part of the property on which the Government has a lien under this contract and, after deducting any expenses incident to the sale, apply the net proceeds of the sale to reduce the unliquidated balance of advance payments or other Government claims against the Contractor.
- (3) The Government may take any of the actions described in subparagraphs (k)(1) and (2) of this clause it considers appropriate at its discretion and without limiting any other rights of the Government.
- (1) Prohibition against assignment. Notwithstanding any other terms of this contract, the Contractor shall not assign this contract, any interest therein, or any claim under the contract to any party.
- (m) Information and access to records. The Contractor shall furnish to the administering office (1) monthly or at other intervals as required, signed or certified balance sheets and profit and loss statements together with a report on the operation of the special bank account in the form prescribed by the administering office; and (2) if requested, other information concerning the operation of the Contractor's business. The Contractor shall provide the authorized Government representatives proper facilities for inspection of the Contractor's books, records, and accounts.
- (n) Other security. The terms of this contract are considered to provide adequate security to the Government for advance payments; however, if the administering office considers the security inadequate, the Contractor shall furnish additional security satisfactory to the administering office, to the extent that the security is available.
- (o) Representations and warranties. The Contractor represents the following:
- (1) The balance sheet, the profit and loss statement, and any other supporting financial statements furnished to the administering office fairly reflect the financial condition of the Contractor at the date shown or the period covered, and there has been no subsequent materially adverse change in the financial condition of the Contractor.
- (2) No litigation or proceedings are presently pending or threatening against the Contractor, except as shown in the financial statements.
- (3) The Contractor has disclosed all contingent liabilities, except for liability resulting from the renegotiation of defense production contracts, in the financial statements furnished to the administering office.
- (4) None of the terms in this clause conflict with the authority under which the Contractor is doing business or with the provision of any existing indenture or agreement of the Contractor.
- (5) The Contractor has the power to enter into this contract and accept advance payments, and has taken all necessary action to authorize the acceptance under the terms of this contract.
- (6) The assets of the Contractor are not subject to any lien or encumbrance of any character except for current taxes not delinquent, and except as shown in the financial statements furnished by the Contractor. There is no current assignment of claims under any contract affected by these advance payment provisions.
- (7) All information furnished by the Contractor to the administering office in connection with each request for advance payments is true and correct.

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(8) These representations shall be continuing and shall be considered to have been repeated by the submission of each invoice for advance payments.

(p) Covenants. To the extent the Government considers it necessary while any advance payments made under this contract remain outstanding, the Contractor, without the prior written consent of the administering office, shall not -

(1) Mortgage, pledge, or otherwise encumber or allow to be encumbered, any of the assets of the Contractor now owned or subsequently acquired, or permit any preexisting mortgages, liens, or other encumbrances to remain on or attach to any assets of the Contractor which are allocated to performing this contract and with respect to which the Government has a lien under this contract;

(2) Sell, assign, transfer, or otherwise dispose of accounts receivable, notes, or claims for money due or to become due;

(3) Declare or pay any dividends, except dividends payable in stock of the corporation, or make any other distribution on account of any shares of its capital stock, or purchase, redeem, or otherwise acquire for value any of its stock, except as required by sinking fund or redemption arrangements reported to the administering office incident to the establishment of these advance payment provisions;

(4) Sell, convey, or lease all or a substantial part of its assets;

(5) Acquire for value the stock or other securities of any corporation, municipality, or governmental authority, except direct obligations of the United States;

(6) Make any advance or loan or incur any liability as guarantor, surety, or accommodation endorser for any party;

(7) Permit a writ of attachment or any similar process to be issued against its property without getting a release or bonding the property within 30 days after the entry of the writ of attachment or other process;

(8) Pay any remuneration in any form to its directors, officers, or key employees higher than rates provided in the existing agreements of which notice has been given to the administering office; accrue excess remuneration without first obtaining an agreement subordinating it to all claims of the Government; or employ any person at a rate of compensation over \$-7- a year;

(9) Change substantially the management, ownership, or control of the corporation;

(10) Merge or consolidate with any other firm or corporation, change the type of business, or engage in any transaction outside the ordinary course of the Contractor's business as presently conducted;

(11) Deposit any of its funds except in a bank or trust company insured by the Federal Deposit Insurance Corporation;

(12) Create or incur indebtedness for advances, other than advances to be made under the terms of this contract, or for borrowings;

(13) Make or covenant for capital expenditures exceeding \$-8- in total;

(14) Permit its net current assets, computed in accordance with generally accepted accounting principles, to become less than \$-9- ; or

(15) Make any payments on account of the obligations listed below, except in the manner and to the extent provided in this contract: -10-

(List the pertinent obligations)

(End of clause)

REQUIRED FILL INS SUPPLIED WITH EACH ORDER

(IF6060)

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the Contractor's electronic funds transfer (EFT) information, in lieu of the payment office of this contract.

(b) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (c) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (c). The Government need not use any EFT information sent to any office other than that designated in paragraph (c).

(c) Designated Office:

Name:

Mailing Address:

Telephone:

Person to Contact:

Electronic Address:

REQUIRED FILL INS SUPPLIED WITH EACH ORDER
(End of Clause)

(IF6006)

I-120 52.243-7 NOTIFICATION OF CHANGES APR/1984

(a) Definitions. ''Contracting Officer,'' as used in this clause, does not include any representative of the Contracting Officer.

''Specifically Authorized Representative (SAR),'' as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within -1- calendar days from the date the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state --

(1) The date, nature, and circumstances of the conduct regarded as a change;

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- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) the identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
- (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the contractor's notice to minimize cost, delay or disruption of performance.
- (c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.
- (d) Government response. The Contracting Officer shall promptly, within -2- calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either --
- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
 - (2) Countermand any communication regarded as a change;
 - (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
 - (4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.
- (e) Equitable adjustments. (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made --
- (i) In the contract price or delivery schedule or both; and
 - (ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specificatins which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

(End of clause)

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REQUIRED FILL INS SUPPLIED WITH EACH ORDER

(IF6156)

I-121 52.244-2 SUBCONTRACTS - ALTERNATE I AUG/1998

(a) Definitions. As used in this clause -

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that -

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds -

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract;

or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

-1-

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provision of the contract.

(vii) A negotiation memorandum reflecting -

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices:

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- (C) The reason cost or pricing data were or were not required;
- (D) The extent, if any to which the Contract did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
- (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
- (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
- (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives and a summary of all trade-off possibilities considered.
- (2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.
- (g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -
- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.
- (h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
- (k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

-2-

REQUIRED FILL INS SUPPLIED WITH EACH ORDER

(End of clause)

(IF6074)

I-122 52.246-20 WARRANTY OF SERVICES APR/1984

(a) Definitions. ''Acceptance,'' as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

''Correction,'' as used in this clause, means the elimination of a defect.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in

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workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or noncompliance to the Contractor -1- . This notice shall state either (1) that the Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment to the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of Clause)

REQUIRED FILL INS SUPPLIED WITH EACH ORDER

(IF6061)

I-123	252.232-7007	LIMITATION OF GOVERNMENT'S OBLIGATION - ALTERNATE I	AUG/1993
	DFARS		

(a) Contract line item -1- is incrementally funded. The sum of \$ * is presently available for payment and allotted to this contract. An allotment schedule is contained in paragraph (i) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled ''Termination for Convenience of the Government.'' As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (i) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgement the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (i) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (i) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled ''Termination for Convenience of the Government.''

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performane of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled ''Disputes.''

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line

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item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled ''Default.'' The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled ''Termination for Convenience of the Government.''

(i) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

*On execution of contract	\$
*(month) (day), 199x	\$
*(month) (day), 199y	\$
*(month) (day), 199z	\$

* TO BE INSERTED AFTER NEGOTIATION

(End of clause)

REQUIRED FILL INS SUPPLIED WITH EACH ORDER
(IA6712)

I-124 252.243-7000 ENGINEERING CHANGE PROPOSAL - ALTERNATE I OCT/1998
 DFARS

(a) The Contracting Officer may ask the Contractor to prepare engineering change proposals for engineering changes within the scope of this contract. Upon receipt of a written request from the contracting Officer, the Contractor shall prepare and submit an engineering change proposal in accordance with the instructions of MIL-STD-973, in effect on the date of contract award.

(b) The Contractor may initiate engineering change proposals. Contractor initiated engineering change proposals shall include a ''not to exceed'' price, or a ''not less than'' price, and delivery adjustment. If the Contracting Officer orders the engineering change, the increase shall not exceed nor the decrease be less than the ''not to exceed'' or ''not less than'' amounts.

(c) When the price of the engineering change is \$500,000 or more, the Contractor shall submit--

(1) A contract pricing proposal using the format in Table 15-2, Section 15.408, of the Federal Acquisition Regulation; and

(2) At the time of agreement on price, or on another date agreed upon between the parties, a signed Certificate of Current Cost or Pricing Data.

(d) If the price of a Contractor initiated engineering change is -1- or less, the change, if ordered shall be made at no adjustment in the contract price.

(End of clause)

REQUIRED FILL INS SUPPLIED WITH EACH ORDER
(IA6510)

I-125 52.202-1 DEFINITIONS OCT/1995

(a)''Head of the agency'' (also called agency head'') or ''Secretary'' means the Secretary (or Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, including any deputy or assistant

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chief official of the agency; and the term ''authorized representative'' means any person, persons, or board (other than the Contracting Officer) authorized to act for the head of the agency or Secretary.

(b) Commercial component means any component that is a commercial item.

(c) Commercial item means--

(1) Any item, other than real property, that is of a type customarily used for nongovernmental purposes and that--

(i) Has been sold, leased, or licensed to the general public; or

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for--

(i) Modifications of a type customarily available in the commercial marketplace; or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. ''Minor'' modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;

(5) Installation services, maintenance services, repair services, training services, and other services if such services are procured for support of an item referred to in paragraphs (c)(1), (2), (3), or (4) of this clause, and if the source of such services--

(i) Offers such services to the general public and the Federal Government contemporaneously and under similar terms and conditions; and

(ii) Offers to use the same work force for providing the Federal Government with such services as the source uses for providing such services to the general public;

(6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed;

(7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or

(8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.

(d) Component means any item supplied to the Federal Government as part of an end item or of another component.

(e) Nondevelopmental item means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (e)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (e)(1) or (e)(2) solely because

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the item is not in use.

(f) ''Contracting Officer'' means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(g) Except as otherwise provided in this contract, the term ''subcontracts'' includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

(End of Clause)

(IF7252)

I-126 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT JUL/1995

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7210)

I-127 52.203-7 ANTI-KICKBACK PROCEDURES JUL/1995

(a) Definitions.

''Kickback,'' as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract

''Person,'' as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

''Prime contract,'' as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

''Prime Contractor'' as used in this clause, means a person who has entered into a prime contract with the United States.

''Prime Contractor employee,'' as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

''Subcontract,'' as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

''Subcontractor,'' as used in this clause (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

''Subcontractor employee,'' as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback of 1986 (41 U.S.C. 51.58) (the Act), prohibits any person from--

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(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7211)

I-128 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH AUG/1995
CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase limitation at FAR 13.000, to disclose to the Contractor, in writing whether as of the time of award of the subcontract, the subcontractor, or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of Clause)

(IF7212)

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I-12952.222-20WALSH-HEALEY PUBLIC CONTRACTS ACTDEC/1996

(a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incoroprated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(End of clause)

(IF7114)

I-13052.244-6SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS OCT/1998

(a) Definition

Commercial item, as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

Subcontract, as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

- (1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

End of Clause

(IF7253)

I-13152.252-6AUTHORIZED DEVIATIONS IN CLAUSESAPR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

I-132252.232-7007LIMITATION OF GOVERNMENT'S OBLIGATIONAUG/1993DFARS

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- (a) Contract line items * through * are incrementally funded. For these item(s), the sum of \$* of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (i) of this clause.
- (b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on those item(s) beyond that point. The Government will not be obligated in any event reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled Termination for contrary in the clause entitled ''Termination for Convenience of the Government.'' As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (i) of this clause, the Contractor will to the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (i) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (i) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled ''Termination for Convenience of the Government.''
- (d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.
- (e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performane of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled ''Disputes.''
- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled ''Default.'' The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.
- (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled ''Termination for Convenience of the Government.''
- (i) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

*On execution of contract	\$
*(month) (day), 199x	\$
*(month) (day), 199y	\$
*(month) (day), 199z	\$

